

Date: 2 October 2018

Dr Sanjay J Kshirsagar
Bhujbal Knowledge City
MET's Institute of Pharmacy
Adgaon, Nashik
Maharashtra
India-422003

Dear Dr Kshirsagar,

MEMORANDUM OF UNDERSTANDING

We hereby attached two copies of memorandum of understanding that have been duly signed by the Vice Chancellor of UiTM. Upon signing by Hon. Shri. Pankaj C. Bhujbal, the Trustee of Mumbai Educational Trust, one copy should be kept by MET and another returned to us at :

Prof. Dr Wong Tin Wui
iPROMISE
Universiti Teknologi MARA
42300 Puncak Alam
Selangor
Malaysia

We look forward to your reply and future research and education collaboration with MET.

Yours truly

PROF. DR WONG TIN WUI

cc. Prof. Dato' Dr Mohd Zaki Salleh

MET/BKC/IOP/B. Ph/2018-19/ 83

Date: 21/10/2018

Prof. Dr. Wong Tin Wui,

iPROMISE,

Universiti Teknologi MARA,

Puncak Alam Campus, 42300

Bandar Puncak Alam, Darul Ehsan

Selangor, Malaysia


Subject: Memorandum of Understanding

Dear Prof. Wong,

Thank you for giving us the opportunity to respond to the proposal of memorandum of Understanding between UiTM and Mumbai Educational Trust, Institute of Pharmacy. Please find the attached copy of MoU signed by our Trustee Hon. Shri. Pankaj Bhujbal and head of Institution Dr. S. J. Kshirsagar.

We look forward to a successful research & educational association and fruitful outcome through this MoU in the future. If we can be of any further assistance, please let us know.

Regards,



Dr. Sanjay J. Kshirsagar



PRINCIPAL
MET's Institute of Pharmacy
Adgaon, Nashik-3.

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI MARA

AND

MET's INSTITUTE OF PHARMACY, NASHIK

**ON CO-OPERATION, PROMOTION OF MUTUAL UNDERSTANDING,
PROMOTION OF RESEARCH, ACADEMIC, CULTURAL AND SCIENTIFIC
THOUGHT AND PERSONNEL EXCHANGE**

This **Memorandum of Understanding** is executed on 3rd of September, 2018

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as “**UiTM**”), an institution of higher learning established under Universiti Teknologi MARA Act 1976 (Act 173) whose address is at the Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns of the first part;

AND

MET’s Institute of Pharmacy, Nashik (hereinafter referred to as “**MET IOP**”), an institute of higher professional education affiliated to **Savitribai Phule Pune University (Formerly, University of Pune), Pune** whose address is at **Bhujbal Knowledge City, Adgaon, Nashik, Maharashtra, India-422003** and shall include its lawful representatives and permitted assigns of the other part;

(UiTM and MET IOP shall hereinafter be referred to singularly as “the Party” and collectively as “the Parties”)

WHEREAS

- A. UiTM is an established University with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. MET IOP is a conglomerate of premiere educational institutions, driven by a single-minded focus on imparting quality education to make students academically, socially and technically sharp.
- C. The Parties agree that this Memorandum of Understanding is to be operationalized on behalf of UiTM by the Integrative Pharmacogenomics Institute, established by UiTM as a centre of excellence in conducting and translating cutting edge researches to achieve and enhance Precision Medicine whose address is at Level

7, FF3 Building, UiTM Selangor Branch, Puncak Alam Campus, 42300 Bandar Puncak Alam, Selangor Darul Ehsan.

- D. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

ARTICLE 1: OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each party's country, shall endeavour to strengthen, promote and develop research, development and commercialization co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF CO-OPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote academic-industry co-operation in the following areas:
- a) PhD and postdoctoral studies;
 - b) Research grant application and collaborative research work;
 - c) Organisation of symposia, conferences, short courses and meetings on research, development and commercialization issues;
 - d) Exchange of information pertaining to student development, research innovation and commercialisation; and
 - e) Co-operation in any other areas as agreed to by the Parties from time to time.

- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of disputes”.

ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other unless otherwise stated.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties’ intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied.

ARTICLE 5: NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either party as the agent of the other.

ARTICLE 6: ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of FIVE (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 7: REVISION, VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

ARTICLE 8: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 9: SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU will first be settled amicably through mutual consultation and/or negotiations between the Parties.

ARTICLE 10: NOTICES

Any communication under this Memorandum of Understanding shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of Universiti Teknologi MARA or MET IOP, as the case may be, shown below or to such other address or electronic, mail address or facsimile number as either Party may have notified the other Party and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To Universiti Teknologi MARA:

Address : Non-Destructive Biomedical and Pharmaceutical Research Centre,
iPROMISE, Universiti Teknologi MARA
42300 Puncak Alam, Selangor, Malaysia

Attention : Professor Dr. Wong Tin Wui

Tel. : +603 325 84691

Fax : +603 325 84602

e-mail : wongtinwui@salam.uitm.edu.my /wongtinwui@yahoo.com

To MET IOP:

Address : Bhujbal Knowledge City, MET's Institute of Pharmacy, Adgaon,
Nashik, Maharashtra, India-422 003

Attention : Dr. Sanjay J. Kshirsagar

Tel. : +91-9370245235; +91-253-2555860

Fax : -

e-mail : sanjayjk@rediffmail.com, deepakbhambere123@gmail.com

IN WITNESS WHEREOF this Memorandum of Understanding has been duly signed in duplicate on the day and year first above written.

Signed by
for and on behalf of

**UNIVERSITI TEKNOLOGI MARA
SHAH ALAM
SELANGOR, MALAYSIA**



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**Emeritus Professor
Dato' Dr Hassan Said**
Vice-Chancellor/President

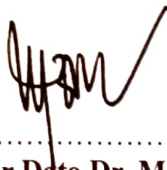
Signed by
for and on behalf of

**MET's INSTITUTE OF PHARMACY
ADGAON NASHIK
MAHARASHTRA, INDIA**



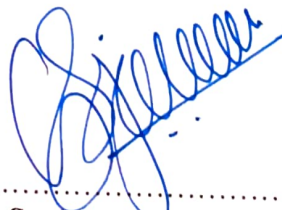
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Hon. Shri. Pankaj C. Bhujbal
Trustee
Mumbai Educational Trust

WITNESSED BY:



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Professor Dato Dr. Mohd Zaki Salleh
Director iPROMISE UITM

WITNESSED BY:



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Dr. Sanjay J. Kshirsagar
Principal
MET's Institute of Pharmacy