

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on **Tuesday, 11/10/2022**

Between

Department of Chemistry of **MGSM's Arts, Science and Commerce College, Chopda** seeks to offer expression shall unless repugnant to the context or meaning there of, include its successors, legal representatives and permitted assignees on **FIRST PART**

And

SYKEM Pharma Research and Development, a Company duly organized and existing under the laws of India, having its registered office at Mumbai-Agra National Highway No.3, Near College of Fire and Safety, Nagaon, Dhule, Dist.: Dhule, Pin Code: 424005. "**SYKEM Pharma Research and Development**", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on **SECOND PART**

AND WHEREAS, "**MGSM's Arts, Science and Commerce College, Chopda**" is among the noteworthy colleges of Kavayitri Bahinabai Chaudhari North Maharashtra University Jalgaon offering UG and PG programs of MGSM's Arts, Commerce & Science college, in the department of chemistry.

AND WHEREAS, **SYKEM Pharma Research and Development**, is a registered company, engaged in CRO, Impurities, Intermediate Synthesis & Analytical training center. WHERE both "**MGSM's Arts, Science and Commerce College, Chopda**" and **SYKEM Pharma Research and Development** are desirous of associating with each other to expertise students of department of Chemistry of **MGSM's Arts, Science and Commerce College, Chopda**, on Chemistry, Microbiology & Biotechnology (possible area/subject of working) will also help in conducting expert lectures/ Seminars/ Workshops/ Internship/ Industrial Visits/ Consultancy as an addition to the **MGSM's Arts, Science and Commerce College, Chopda** curriculum in co-ordination with, **HOD. Mr. Manohar Gunwant Patil**

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **MGSM's Arts, Science and Commerce College, Chopda** and **SYKEM Pharma Research and Development** as under.

1.0 Definitions and Interpretation

- 1.1 "**MOU**" shall mean this Memorandum of Understanding executed between **MGSM's Arts, Science and Commerce College, Chopda** and **SYKEM Pharma Research and Development** on 11/10/2022.
- 1.2 "**Party**" or "**Parties**" shall mean **MGSM's Arts, Science and Commerce College, Chopda** and **SYKEM Pharma Research and Development** individually and collectively as the context may require;
- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.





1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 Focus Area

2.1 Student Internship

2.2 Expert Lectures

2.3 Industrial Visits

2.4 Technical Consultancy

2.5 Hand on Training on advanced instrument handling

2.6 Cost to all such Activities, Trainings, and Industrial Lectures & Site visits to be borne by MGSM's Arts, Science and Commerce College, Chopda it will be as per Government Norms.

3.0 Responsibility Structure

3.1 MGSM's Arts, Science and Commerce College, Chopda shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures. Also the labs and other research equipment available in the lab.

3.2 SYKEM Pharma Research and Development shall be responsible for arrangements & coordination for supply of Industry Expertise, Design training programme, Process of necessary appointments with Industries for Industry Internship Program, Expert Lectures as well as Visits in co-ordination with staff & HOD of Chemistry Department of MGSM's Arts, Science and Commerce College, Chopda

3.3 MGSM's Arts, Science and Commerce College, Chopda shall create awareness amongst its students for promotion of the activity especially Internship Program.

4.0 Certification

4.1 Upon completion of the Internship, SYKEM Pharma Research and Development & MGSM's Arts, Science and Commerce College, Chopda will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified with completion certificate.

5.0 Relationship

This MOU relates solely to the intention of the parties, where in MGSM's Arts, Science and Commerce College, Chopda and SYKEM Pharma Research and Development, jointly work together and shall not extend to any other activity or create a partnership between the Parties here to and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.



Confidential and Proprietary Information

- 7.1 "Confidential Information" shall mean all information, including the material and licenses or other information if any so given to **MGSM's Arts, Science and Commerce College, Chopda** written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **SYKEM Pharma Research and Development** and disclosed by **SYKEM Pharma Research and Development** to **MGSM's Arts, Science and Commerce College, Chopda** or its faculty which is related to **SYKEM Pharma Research and Development** information such as course material, training data, guidance notes, procedures, methodology, etc.
- 7.2 **MGSM's Arts, Science and Commerce College, Chopda** shall hold in trust and confidence for **SYKEM Pharma Research and Development** all confidential information provided by **SYKEM Pharma Research and Development** and **MGSM's Arts, Science and Commerce College, Chopda** shall not disclose to any person or use such information for any purpose other than defined in this MOU. **MGSM's Arts, Science and Commerce College, Chopda** shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from **SYKEM Pharma Research and Development** and shall return/destroy all such information at the termination of the contract. By disclosing this information to **MGSM's Arts, Science and Commerce College, Chopda** **SYKEM Pharma Research and Development** does not grant any expressed, implied or other license or right to **MGSM's Arts, Science and Commerce College, Chopda** to propagate the information. **SYKEM Pharma Research and Development** hereby grants to **MGSM's Arts, Science and Commerce College, Chopda** an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the **MGSM's Arts, Science and Commerce College, Chopda** students.
- 7.3 **MGSM's Arts, Science and Commerce College, Chopda** shall not disclose **SYKEM Pharma Research and Development** confidential information without first obtaining written consent from **SYKEM Pharma Research and Development**.
- 7.4 **MGSM's Arts, Science and Commerce College, Chopda** shall disclose **SYKEM Pharma Research and Development** confidential information only to **MGSM's Arts, Science and Commerce College, Chopda** employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and **MGSM's Arts, Science and Commerce College, Chopda** obligations hereunder.
- 7.5 **MGSM's Arts, Science and Commerce College, Chopda** shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **MGSM's Arts, Science and Commerce College, Chopda** shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **SYKEM Pharma Research and Development**. In the event of any loss, **MGSM's Arts, Science and Commerce College, Chopda** shall notify **SYKEM Pharma Research and Development** immediately.



Termination

MOU will terminate after five years from date of signing (11/10/2022 to 10/10/2027). Unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

12.0 Arbitration

All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **MGSM's Arts, Science and Commerce College, Chopda** and Partner, **SYKEM Pharma Research and Development** or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration

The place of arbitration shall be Chopda. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Law of the Land.

14.0 Notices

Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice: In the case of notices to Name of the Company.

Reg. Office Address:

Office Address: Mumbai-Agra National Highway No.3, Near College of Fire and Safety, Nagaon, Dhule, Dist.: Dhule, Pin Code: 424005.

College Address:

MGSM's Arts, Science and Commerce College, Chopda,
Dist - Jalgaon, Maharashtra, Pin Code: 425107.

Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

15.0 Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

16.0 Waiver

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

17.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement. In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 21th Day of July 2022.

For

**SYKEM Pharma Research
& Development**

**MGSM's Arts, Science and
Commerce College, Chopda**

Name: **Dr. SURESHBHAI N. PATEL**
Designation: **Director of SYKEM PHARMA RESEARCH
AND DEVELOPMENT, Nagoan, Dhule.**

Name: **Dr. D. A. Suryawanshi**
Designation: **Principal, MGSM's Arts,
Science & Commerce College, Chopda**

Name: **Dr. Yuvraj Vithoba Satkar**
Director of SYKEM PHARMA RESEARCH
AND DEVELOPMENT, Nagoan, Dhule.

Name: **Mr. Manohar G. Patil**
Head of Chemistry Department MGSM's Arts,
Science & Commerce College, Chopda

