

उत्तर प्रदेश UTTAR PRADESH

FW 113377



MEMORANDUM OF UNDERSTANDING



FOR SKILL DEVELOPMENT, OUTCOME BASED TRAINING, PLACEMENT AND R&D RELATED SERVICES

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on this the FACULTY OF PHARMACEUTICAL SCIENCES, RAMA UNIVERSITY, RAMA CITY, MANDHANA, KANPUR, (UTTAR PRADESH) - 209 217.

THE FIRST PARTY represented herein by Dr. Kamran Javed Naquvi, Dean (Act), Faculty of Pharmaceutical Sciences hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns)

AND

CENTER FOR TRAINING AND SKILLS DEVELOPMENT (CTSD), E 206, PHASE 8-B, INDUSTRIAL AREA, SECTOR 74, SAS NAGAR, PUNJAB 160055.

THE SECOND PARTY, and represented herein by Ms. Japnoor Kaur, Department Head (hereinafter referred to as "Second Party", company whose expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

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- A) First Party is a multi-disciplinary, research-focused University/ college/ institution offering a full range of academic programs at the undergraduate and postgraduate level providing a strong foundation in the disciplines of Pharmaceutical, Biotechnology and Healthcare Sciences named:
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intend to cooperate and focus their efforts on cooperation within areas of Skill Based Training, Education and Research.

Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) CTSD, THE SECOND PARTY, in association with ELFIN DRUGS PRIVATE TED, is engaged in Skill Training, Education and R&D services.

CTSD, E 206, PHASE 8-B, INDUSTRIAL AREA, SECTOR 74, SAS NAGAR, PUNJAB

160055, the Second Party is an independent corporate entity.

G)The associated company Elfin Drugs Private Limited is a Pharmaceutical Company established in 1999 and has state-of-the-art Manufacturing Facilities in Nalagarh (Himachal Pradesh). The Company is a WHO-GMP, GLP and ISO 9001:2008 certified company. The company is widely recognized for its expertise in manufacturing Tablet, capsules, Injectables, latest tunnel system for dry Injectables, liquid and dry syrups etc. The Company manages products in its items category. The Company has in-house ultra modern Quality Control Labs, Microbiology Labs, and Pharmacology Labs.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of the First Party providing significant inputs to them in developing suitable research, teaching and training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

OPE OF THE MOU

2.1e The budding graduates from the institutions could play a key role in technological upgradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training Methodology, and suitably customize the curriculum.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also organize the Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Pharmaceutical Microbiology and Enzyme Technology.

- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the new trends in technology and respective new in-house requirements for the industry at large.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculty of First Party for imparting training as per the industrial requirements considering the National Occupational Standards in the concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively work to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmed on the terms specified herein.
- 2.10 There is no financial commitment on the Faculty of Pharmaceutical Sciences, Rama University, Kanpur. The First Party to take up any programmed mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 CLAUSE 3 CLAUSE 3

Nothing contained in this MoU shall, by express grant, implication, Estoppels or otherwise create in either Party any right, title, interest, or license in or to the intellectual property including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period CTSD, E 206, PHASE 8-B, INDUSTRIAL AREA, SECTOR 74. SAS NAGAR, PUNJAB 160055, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Training Partner or CTSD, E 206, PHASE 8-B, INDUSTRIAL AREA, SECTOR 74, SAS NAGAR, PUNJAB 160055, the Second Party after termination of this Agreement by way of communication, correspondence etc. shall not be construed as an extension of this MoU.
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that Faculty of Pharmaceutical Sciences, Rama University, Kanpur, U.P. and CTSD, E206, PHASE 8-B, INDUSTRIAL AREA, SECTOR 74, SAS NAGAR, PUNJAB 160055 are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First party

Faculty of Pharmaceutical Sciences, Rama University, Kanpur, U.P.

Second party

Center for Training and Skills Development, E-206, Phase 8-B, Sector-74, Industrial Area, Sahibzada Ajit Singh Nagar, Punjab 160055

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of arbitration shall be at District Headquarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Mohali.

It is hereby specifically mentioned that this MoU is signed between both the parties; exclusively for the Industrial Training and Skill Development of Students of B.Pharm. The focused areas, apart from general training and overall orientation of Pharmaceutical Industry, shall be primarily Pharmaceutical Microbiology, Novel Microbial Technologies trending in industry, Nutritional Microbiology, Medical Microbiology and Some allied specialties of this discipline of study.

AGREED:

On behalf of

Faculty of Pharmaceutical Sciences, Rama University. Kanpur, U.P.

Prof. (Dr.) Hari Om Sharan
Dean Academic Affairs,
Rama University, Kanpur
U.P.-209217
Dean-Academic Affairs
Rama University Uttar Pradesh
Kanpur

For

Dr. Kamran Javed Naquvi, Faculty of Pharmaceutical Sciences, Rama University,

FACULTY OF PHARMACEUTICAL SCIENCES, RAMA UNIVERSITY MANDHANA, KANPUR-209217

CENTER FOR TRAINING AND SKILLS DEVELOPMENT,

E-206, Phase 8-B, Sector-74, Industrial Area, Sahibzada Ajit Singh Nagar, Punjab 160055

For CTSD INDIA

Maus

Authorised Signatory

For CTSD INDIA

Maur

Authorised Signatory

Shri Japnoor Kaur Authorized Signatory Shri Japnoor Kaur Authorized Signatory

Certified that ...

Sworn before me the day of.....

who is Identified by SH.

Verified

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Chandra 13 yn (Advocate)

Kanpur (U.P.)

CENTER FOR TRAINING AND SKILLS DEVELOPMENT,

E-206, Phase 8-B, Sector-74, Industrial

Area, Sahibzada Ajit Singh Nagar, Punjab 160055

Contact details.....

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Witness 1:

Witness 2: RAJESH KUMAR

Witness 3:

