

Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon - 425001 (M.S.) India, which expression shall unless it be repugnant to the meaning or context thereof, mean and include their successors in title, legal representative, administrators and assigns through its authorized signatory of the First Party.

And

Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon 425001

which expression shall unless it be repugnant to the meaning or context thereof, mean and include their successors in title, legal representative, administrators and assigns through its authorized signatory of the Second Party.

"Prof .Ravindra Nikam College Of Pharmacy,Gondur, Dhule" & "Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon 425001" are collectively referred to herein as the "Parties" and individually referred to as a "Party".

Scope of the Agreement:

The MOU aims for non-commercial collaboration between Prof .Ravindra Nikam College Of Pharmacy,Gondur and Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon 425001 as stated in the objectives covering/benefiting Prof .Ravindra Nikam College Of Pharmacy,Gondur Dhule and its students

Objectives of the MOU:

The key objectives of the MOU are as follows:

- a) To Provide industrial platform to students*
- b) To develop skill among the student*
- c) To provide Hands on training to student*
- d) To Teach Instrumental handling at industrial level*

Responsibilities Prof .Ravindra Nikam College Of Pharmacy,Gondur, Dhule

- a) To provide students as a trainee*
- b) College will provide classrooms and laboratory for expert lectures and practicals*
- c) Will create awareness among the students for promotion of the activity especially Internship Program*

Responsibilities of Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon 425001:

- a) Industry shall be responsible for arrangements and coordination of supply industry expertise*
- b) Design training program*
- c) Process of necessary appointments with industries for Industry Internship Program.*

- d) Expert lectures as well as visits in co-ordination with staff and Principal of Prof .Ravindra Nikam College Of Pharmacy ,Gondur Conducting Skill Development Programs
- e) Inculcate Research and Development
- f) Provide Internships to Students

Binding Effect:

This MOU is not a contract and is intended only to set out the broad terms of understanding on a preliminary basis between the Parties. This MOU does not create binding obligations between the Parties.

Financial Terms and Conditions:

There will be **no financial obligation** on the either of the parties for the services provided by them for execution of the MOU. Administrative expenses incurred if any by either of the party for the joint program would be borne by the respective party, without any obligation on the other party.

Disclaimer:

This MOU is not intended by Prof .Ravindra Nikam College Of Pharmacy, Gondur, Dhule and Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon 425001 to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership, or formal business organization of any kind. Each party hereto act as an independent entity and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.

Third Party Rights:

This MOU does not confer any rights or benefits on any third party.

Effective Date and Period of MOU:

This MOU shall be effective from the date it is signed by the Parties and be valid for the period of five (5)-years from the effective date which is the date of execution of this MOU, thus the MOU shall automatically stand terminated on 24/09/2028 unless extended in writing and accepted by both the parties.

Termination of MOU:

- a) This MOU can be terminated by any party giving the other party, a prior written notice of not less than 60 days of its intention to do so but without any liability to the other and without dishonoring any commitment prior to the date of termination.
- b) This MOU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.

Amendment of MOU:

The obligations of both the party have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for

alternation or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

Coordination and Review:

The team of two officials (SPOC-Single Point of Contact) shall be formed consisting of one official each from Prof .Ravindra Nikam College Of Pharmacy, Gondur, Dhule and Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon 425001 for any operational issues. The progress of collaboration under MOU will be reviewed on six monthly basis by both SPOC.

Intellectual Property:

Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon 425001 shall not, however, be liable for any suit on account of demands for infringement of patent/copyright/trademark and other laws which have no nexus with the object of the MOU being entered into.

Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MOU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed. In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.

The Parties shall not assign any rights and obligations arising out of the IPR (having joint application) generated through inventions/activities carried out under the MOU to any third Party without consent of the other party.

Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MOU will be jointly owned by all the parties. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.

All information and documents to be exchanged pursuant to the MOU will be kept confidential by the parties and will be used subject to such terms as each party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.

All confidential information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the confidential information do not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the other party.

Force Majeure

1) "Force Majeure Event" means any unforeseeable acts of God or nature, actions of any governmental authority, terrorism, war, sabotage, explosion, epidemic or any other such catastrophe beyond the control of the affected Party which prevents its performance of any material obligation under this Agreement.

2) If the performance of the Agreement by either Party is delayed, hindered or prevented or is otherwise frustrated by reason of a Force Majeure Event, then the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of such notification, ... shall in its sole discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 (six) months.

3) If at the expiry of such period of suspension, the reasons for the suspension still remain, First Party and the Second Party shall treat the Agreement as terminated.

Representations, Warranties and Authority:

- a) The parties warrant that this MOU is validly formed according to the laws of India, and that they have full authority to enter into this MOU.
- b) The parties also warrant that all the required essential sanctions to enter into this MOU were obtained.

Notice:





The notice address for the respective parties shall be:

The Principal, Prof .Ravindra Nikam College Of Pharmacy, Gondur, Dhule 424002 Affiliated with Kavayitri Bahinabai Chaudhari North Maharashtra University, Jalgaon - (M.S.) India	Reliable's Shree Industrial Training Centre, First floor, opp Shahu Complex Lathi Plaza , Jalgaon Maharashtra 425001
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Arbitration:


Any disputes arising out of this MOU shall be settled amicably through negotiations in good faith, failing which the same shall be referred to arbitration by a sole arbitrator to be appointed by the Parties with mutual consent, in accordance with the provisions of Arbitration and Conciliation (Amendment) Act, 2021. This clause shall survive expiration or earlier termination of this MOU. The place of arbitration shall be at Jalgaon shall be conducted in the English language.

IN WITNESS WHEREOF both the parties hereto have hereunto set their hands the date and year hereinabove mentioned.

<p>For and on behalf of Prof .Ravindra Nikam College Of Pharmacy,Gondur, Dhule</p> <p> Dr. A.V. Patil Principal</p> <p></p>	<p>For and on behalf of Reliable's Shree Industrial Training Centre, Jalgaon 425001</p> <p> Mr. Anil. C. Vispute</p> <p></p>
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Dated: 25/09/2023.

Witness:

(a) Kalpesh Aba Borse 

(b) Atish A. Salunkhe 