MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Dayanand Education Society's
Dayanand College of Pharmacy
Barshi Road, Latur, MS
Pin - 413 531

&

Gokul Balgruh, Swayamsiddha Mahila Mandal, Latur - 413512

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered into on this the **1st Day of January Two Thousand Seventeen (01/01/2017)**,

BETWEEN

Dayanand Education Society's, Dayanand College of Pharmacy, Barshi Road, Latur, MS Pin - 413531 "First Party" represented herein by Dr. Kranti Satpute, Principal, (here in after 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

Gokul Balgruh, Swayamsiddha Mahila Mandal, Latur - 413512 "Second Party" and represented herein by its Director, Ms. Smitatai Parchure, (Gokul Balgruh, Director) (hereinafter referred to as "Second Party", company which 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 herein after jointly referred to as 'Parties' and individually as 'Party'

WHEREAS:

A) First Party is a Higher Educational Institution named:

Dayanand Education Society's, Dayanand College of Pharmacy, Barshi Road, Latur, MS Pin - 413531

- 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 intent to cooperate and focus their efforts on cooperation

within area of Skill Based Training, Education and research etc.

- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) Dayanand College of Pharmacy, Barshi Road, Latur, MS, Pin 413531, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately the Second Party is engaged in imparting educational programs in Law.
- F) Gokul Balgruh, Swayamsiddha Mahila Mandal, Latur 413512 is the organization, engaged in social programmes, skill development, startups, disaster management and related fields.

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

CLAUSE 1 CO-OPERATION

- establish channels of communication and co-operation that will promote and advance their respective operations within the Dayanand College of Pharmacy, Barshi Road, Latur, MS, Pin 413531 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 in the interest of students and faculties.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / 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.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation 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.
- 2.3 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Soft Skills, Interview Skills and Teaching and Learning resource development. Relevant work will be mutually published. Use of common equipmental facilities will be promoted.
- **2.5 Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

- **2.6 Skill developments:** 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.
- 2.7 Social Awareness Programmes: Second Party to extend the necessary support to deliver and arrange programmes to the students of the First Party on social, health and disaster related activities to trends and in house requirements.
- 2.8 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting industrial exposure/training in the areas of R & D, IPR and CAD as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 There is no financial commitment on the part of the Dayanand Education Society's, Dayanand College of Pharmacy, Barshi Road, Latur, MS, Pin 413531, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY.

3.1 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, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Gokul Balgruh**, **Swayamsiddha Mahila Mandal**, **Latur - 413512** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Dayanand Education Society's**, **Dayanand College of Pharmacy**, **Barshi Road**, **Latur**, **MS**, **Pin - 413531**.

- **4.1** 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 First Party and Second Party 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.

Dayanand Education Society's	Gokul Balgruh, Swayamsiddha Mahila
Dayanand College of Pharmacy, Latur	Mandal.
Dayanand Education Society's Campus	CG9R+4FG, MIDC, Sree Nagar, Latur
Barshi Road, Latur, MS ,Pin - 413531	MIDC, MIDC, Latur, Maharashtra
	413531
Contact Details: 02382-223299	Contact Details: Ms. Smitatai Parchure
	Mb: 83909 06712
E-Mail:	E-Mail:
dayanandpharmacy@rediffmail.com	smparchure24@gmail.com/
	hgdixit1971@gmail.com
Web:	
http://www.dayanandpharmacy.org/	https://www.swayamsiddha.in/

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 district Head Quarters of the First party. This Page 6 of 7

AGREED:

For

Dayanand Education Society's Dayanand College of Pharmacy,

Latur, MS Pin - 413531

Dr. Kranti Satpute,
PRKipgipal
Dayanand College Of Pharmacy

LATUR

Witness 1:

Name: My, Sayyad S-h

Designation: ASST. Mrst

Contact Details: 9595424232

Sign

Witness 3:

Name: Mr. Sameep M. Sonvane

Designation: Ass. Poofessor.

Contact Details: 9730158345.

Sign Sponvan

For

Gokul Balgruh, Latur Latur MS Pin - 413512

For A.P. Bague E

Ms. Smitatai Parchure,

Director, Gokul Balgruh, Latur

क्रमुण्डेशकः सार्वाकाः वनकः अतिकः स्वर्धोकाः व्याकाः ५३०० वर्वः

Witness 2:

Name: Sow. Randra V. Kulkanin

Designation: Teacher

Contact Details: 8305 929775

Sign Profice

Witness 4:

Name: Meerce Govind Oconfound

Designation: Tacher

Contact Details: 956/244043

Sign Jauf