



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Dayanand Education Society's**

**DAYANAND COLLEGE OF PHARMACY, LATUR**

**AND**

**Progressive Education Society's**

**MODERN COLLEGE OF PHARMACY, PUNE**

**FOR**

**Teaching-Learning, Skill Development, Research, Extension  
Activities & Related Services**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as MoU) is entered into on this the 16<sup>th</sup> day of Jan two thousand and eighteen (2018) by and between **Dayanand College Of Pharmacy, Latur, Dist. Latur**, represented here in by its **Principal, Dr. Satpute K. L.** (hereinafter referred as "First Party")

AND

**Progressive Education Society's Modern College of Pharmacy, Nigdi, Pune – 411044**, and represented herein by its **Principal, Dr. P.D. Chaudhari** (hereinafter referred to as "Second Party"), (First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - i) **Dayanand College of Pharmacy, Latur**
- 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.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Progressive Education Society's Modern College of Pharmacy, Nigdi, Pune – 411044**, the second party is engaged in Education, Research and Extension work.

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

**CLAUSE 1:**

**CO-OPERATION**

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.

First Party and Second Party in 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 changing scenario.

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**

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.

**Research and Development:** Both parties have agreed to carry out the joint research activities in the fields of Life science specially Microbiology.

**Skill Development Programs:** Both parties have agreed to be a part of Skill Development

programs conducted by first party as well as second party.

**Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and curriculum topics.

**Academic Resource Sharing:** Both the parties have mutually agreed to share their academic resources to some limited extent. The libraries of each party will share e-book bank, certain rare and valuable books, journals for research purpose etc. the teaching faculties will share their experience in their subject matters in soft as well as hard copies. E-contents will also be shared for the mutual benefit of the students.

**Organizing academic and other events:** Both parties have agreed to organize different events like conference, seminars, symposiums, workshops etc. in joint collaboration in different subjects as per the requirements. The parties also agreed to organize studentcentric activities through NSS and other departments at different occasions. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein. There is no financial commitment on the part of the **Dayanand College of Pharmacy, Latur**, and the First Party to take up any programme 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, Estoppel 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 **Progressive Education Society's Modern College of Pharmacy, Nigdi, Pune – 411044**, the Second Party, as the case may be, will take effective steps for implementation of this MOU.

Any act on the part of **Progressive Education Society's Modern College of Pharmacy, Nigdi, Pune – 411044**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

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.

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 the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Latur.

<b>DES Dayanand College of Pharmacy, Latur</b>	<b>Progressive Education Society's Modern College of Pharmacy, Nigdi, Pune – 411044</b>
Address: Barshi Road, Latur - 413531	Address: Sector 21, Late Pro Shree Baghmade Marg, Yamuna Nagar, Nigdi, Pimpri-Chinchwad, Maharashtra 411044
Contact Details:02382-223299	Contact Details: : <u>020 2766 1315</u>
E-mail: dayanandpharmacy@rediffmail.com	E-mail: <u>pdchaudhari21@rediffmail.com</u>
Web: <a href="http://www.dayanandpharmacy.org/">http://www.dayanandpharmacy.org/</a>	Web: <a href="http://www.mcop.org.in/">http://www.mcop.org.in/</a>

**AGREED:**

**1. Mr. Gadgul A.B.**

Assistant Professor,  
Department of pharmaceutical Chemistry,  
Dayanand College of Pharmacy,  
Latur.-413512

*Handwritten signature*  
16/11/2018

**2. Dr. Vitthal V. Chopade**

Associate Professor,  
Department of Pharmaceutical chemistry,  
Progressive Education Society's Modern College of Pharmacy,  
Nigdi, Pune- 411044.

*Handwritten signature*  
16/11/2018

**3. Dr. Satpute K. L.**

Principal,  
Dayanand College of Pharmacy,  
Dist. Latur -413512



*Handwritten signature*  
**Principal**  
Dayanand College Of Pharmacy  
LATUR

**4. Dr. Praveen D. Chaudhari**

Principal,  
Progressive Education Society's Modern College of Pharmacy,  
Nigdi, Pune-411044.

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**Principal**  
P. E. S. Modern College of Pharmacy  
Sector No.21, Yemunanagar, Nigdi  
Pune - 411 044.

**Witness 1:**

*Handwritten signature*  
Mr. Wase A. G.  
Dayanand college of pharmacy,  
Latur. 413512

**Witness 1:**

*Handwritten signature*  
16/11/2018  
Dr. Anuradha G More  
PES Modern College of  
pharmacy, Nigdi, Pune.