



महाराष्ट्र MAHARASHTRA

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मुद्रांक शुल्क १००/५०० दस्ताचा प्रकार *अखिल*

दस्त नोंदणी करणार असल्यास कार्या.नांव-

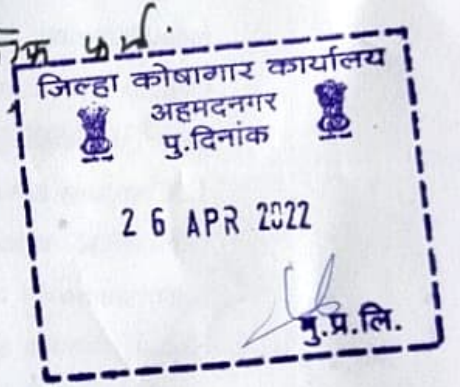
मु.वि.धेमाऱ्यांचे नांव *श.शि.सं. कान्हेर कोल्गे कोफ.प.व.*

मु.नोंदविही क्र. *२६२७९* दि. *२०/४/२०२२*

जे.एस.कांबळे, अ.नगर, हस्ते निवृत्तियात

परवाना क्र.९/१९९६, मो.९८२२९८२९३०

ज्या कारणासाठी मुद्रांक खरेदी केला त्याच कामासाठी व सहा महिन्यांच्या आत वापरणे बंधनकारक आहे.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Sinnar this 12th day of May, 2022 BETWEEN Genom Biotech Pvt Ltd, and Plot No. D-121,122 & 123, Malegaon Industrial Area, Malegaon, Maharashtra 422113, hereinafter referred to as "Pharmaceutical Industry" (which expression shall unless it be repugnant to the contents and meaning thereof shall include or deem to include its existing proprietor) of the ONE PART

And

RSM's N. N. Sattha College of Pharmacy Ahmednagar having its office at Anand Dham Rd, in front of Bank of India, near Keshar Gulab Mangal Karyalaya, Ahmednagar, Maharashtra 414001, hereinafter referred to as "the Institute" (which expression shall unless it be repugnant to the contents and meaning thereof shall include or deem to include its existing Shareholders and Directors) of the **OTHER PART**.

1.0 THE PREAMBLE

1.1 RSM's N. N. Sattha College of Pharmacy Ahmednagar was established in 2019 with an objective 'Quality Technical Education'. There are number of institutes under the of Rashtriya Shikshan Mandals's offering full-fledged school education, Diploma, Graduation and future planning for Post-Graduation.

1.2 **Genom Biotech Pvt.** Ltd was incorporated as a Pharma company in January 2000. It started its manufacturing activity as WHO cGMP approved facility at MIDC Sinnar, Nasik, in the state of Maharashtra, India and is growing organically with a new manufacturing unit and a Research & Development Center. Genom started small, but has achieved more than 100% growth each year & has become one of the leading players among Indian Pharma export companies in CIS.

1.3 Company has a wide range of products like Injectables, Tablets, Capsules, Liquids and Ointments, catering to various illnesses such as Cardiovascular, Neurological Gastrointestinal and covering all the major therapeutic segments Mr. Vinod Singh, the Hon. Chairman of the company whose industrious and sincere endeavors for the past 27 years in Ukraine, Russia and other CIS countries finally materialized into his dream project

1.4 Genom, when it was established 20 years ago Genom Pharmaceutical is committed to deliver healthy life to all the strata of the society and this endeavour of the company is adequately supported by a strong F&D, Operations and Marketing team. motto of the company is to ensure Quality medicines at the most affordable price so as to bring smile on the faces of less privileged ones of the society. At present, Company is operating in Ukraine, Uganda, Azerbaijan, Uzbekistan and Other CIS country and is equipped with approx. 118 Brands catering to all the therapeutic segments

1.5 WHEREAS the Institute and the Pharmaceutical Industry recognize the respective strength of two organisations and agree to co-operate on the terms and conditions stated

herein below, for exploratory research and developmental work on for development of an appropriate technology

2.0 OBJECTIVES:

Both parties agree to develop following collaborative activities in the areas of academics, training and research activities on the basis of equality and reciprocity. The two parties shall seek to promote:

A. Faculty and staff exchange:

- i. To exchange of faculty members and staffs for conducting lectures, consultancy studies, adjunct teaching, expert lectures, seminars, co-supervision of students' projects.
- ii. To attach faculty members and other staffs for curriculum development and review, upgrading of teaching and research skill.
- iii. To participate in seminars, symposiums and other types of discussion.

B. Research and development:

- i. To collaborate in research and development in the field of mutual interest.
- ii. To organize and undertake joint research projects.
- iii. To identify opportunities for transfer of technologies, commercialization of research findings.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

2. SCOPE OF THE MEMORANDUM OF UNDERSTANDING

2.1 This Memorandum of Understanding covers the modalities of Technical services to be rendered to the Institute by the Pharmaceutical Industry, financial arrangements and responsibilities devolving on the parties to the Memorandum of Understanding.

3. AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING

- 3.1 No Amendment and/or Modification to this Memorandum of Understanding shall be permitted. However, in case during execution of the work covered under the scope of this Memorandum of Understanding, any Amendment and/or Modification is considered to be necessary for optimum execution of the work, the same shall be incorporated in the scope of work in writing with the mutual consent of both the parties and shall be effective from the date on which they are made/ executed unless otherwise agreed to by both the Parties.
- 3.2 Neither party shall assign its rights and/or liabilities arising to any part to this Memorandum of Understanding to any other party except with the written consent

of the other Party and subject to such terms and conditions as may be agreed upon by both the parties.

4. EFFECTIVE DATE OF COMMENCEMENT, DURATION AND TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

4.1 The effective date of commencement of the activities will be **12/05/2022**

4.2 This duration of the Memorandum of Understanding will be two years. **12/05/2022 to 11/05/2024**

4.3 This Memorandum of Understanding shall be deemed to expire on completion of the activities as mentioned in para 4, unless both Parties extend it by mutual consent for a further period of six months at a time.

5. FINANCIAL ARRANGEMENTS

Institute (other party) should pay as per term & condition mentions below for the Pharmaceutical Industry (Genom Biotech) or Quotation with no negation against Institute's purchase/work Order.

5.1 The institute will be applying for the research grant of DST, DBT, Nano mission, CSIR, and DSIR in collaborations.

5.2 The funds/grand reserved from above said authority shall be share on 50% to Institute (NNSCOP) & 50% to Pharmaceutical Industry (Genom Biotech) inclusive of all the taxes.

5.3 No claim for interest or any other compensation shall be entertained in respect of earnest money or in respect of any money which may be Genome Biotech or NNSCOP and owing to any dispute between Genome Biotech and Institute or in respect of any delay on the part of Genome Biotech in making interim or final payment.

5.4 Both the parties travelling, accommodation allowance shall be bear by on their own.

6. RESPONSIBILITIES OF THE "Pharmaceutical Industry (Genom Biotech)

6.1 Genom Biotech Pvt. Ltd. shall make the current availability of all the facility required to complete the successful of research work allotted from Institute (NNSCOP)

6.2 Genom Biotech Pvt. Ltd. shall not purchase any extra instruments/equipment for the research work allotted by Institute (NNSCOP). However, it can be mutually understandable about purchase of instruments/equipment & its handling & settlement after completion of work.

6.3 Genom Biotech Pvt. Ltd. shall not allow any unauthorised, unskilled person to handle the instruments belonging to 3 Genome Biotech Pvt. Ltd. However it will be manage on mutually understanding of both the parties.

6.3 Genom Biotech Pvt. Ltd. shall be provide all the bill for purchase of chemical, reagent / Ref. standard chemical, reagent to Institute (NNSCOP), as this will be provided by Institute (NNSCOP).

6.4 Genom Biotech Pvt. Ltd. shall be discuss & share all the finding result, graphs, raw data shall be report to Institute head or authorised person.

The responsibilities on the part of the “the Institute” will be as detailed hereunder

6.5 Assigning of research projects of the college in the area of Formulation and Development of Novel Drug Delivery Systems, Herbal Products Development, Nanotechnology and Synthesis of novel lead molecule.

6.6 Applying for research grants of DST, DBT, Nanomission, CSIR, and DSIR in collaboration.

6.7 Documents related to research work shall be prepared by Institute (NNSCOP) for submission of research publication, patent/s, grant requirements & shall be mention both parties name.

6.8 If possible, Visit of Industrial experts to the college. At the same time, industry permitted faculty members from the college will visit to industry to get acquainted with facilities available with industry and also to learn advancements.

6.9 Whenever it is possible, Industrial experts will share their experience with academicians and also discuss the matter with the students of Final Year B. Pharm. and M. Pharm.

7. RESPONSIBILITIES OF THE Institute

The responsibilities on the part of the Institute will be as follows:

7.1 To make available adequate quantity of sample/samples with requisition details of product from the Institute.

7.2 To make available of adequate method/s or procedures related to work.

7.3 To assist and support the Research for the speedy implementation of the activities, including the release of payment, as provided for in this Memorandum of Understanding.

8. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this Memorandum of Understanding due to the exigency of one or

more of the Force Majeure events, such as but not limited to Act of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events the Party affected thereby shall give a notice in writing to the other PARTY within one month of such occurrence or cessation. If the Force Majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

9. CONFIDENTIAL

9.1 It is hereby agreed that Genom Biotech and RSM's N. N. Sattha College of Pharmacy, Ahmednagar shall keep information and data collected completely confidential during analysis work and will not disclose the same to any third party without written consent of the other institute.

10. ARBITRATION

10.1 In the event of any question, dispute or difference whatsoever arising between the parties to this MoU out of or relating to the construction, meaning, scope, operation or effect of this MoU or the validity of the breach thereof shall first be tried to be settled amicably by the parties hereto through discussions and agreement in a spirit of mutual cooperation/goodwill and understanding.

10.2 However, in the unlikely event of any dispute or disputes remaining unresolved even after mutual discussions, the court of law situated at Nasik alone shall have the jurisdiction to decide the matter.

M. H. Darsi



Authorized Signatory / Seal Authorized Signatory / Seal

[Signature]
12/05/22

[Signature]
12/05/22

Genome Biotech Pvt. Ltd. N. N. Sattha College of Pharmacy, Ahmednagar



PRINCIPAL
Rashtriya Shikshan Mandal
N. N. Sattha College of Pharmacy
Ahmednagar

Training & Placement Officer
R.S.M.N.N. Sattha
College of Pharmacy
Station Road, Ahmednagar