



महाराष्ट्र MAHARASHTRA

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जोड़पत्र १ व २ / Annexure-1 & II

मुद्रांक विक्री कारण-

Reason of sale stamps and Amount

मुद्रांक विक्री विक्रेत्याचे नांव व पत्ता-

Stamp Purchaser's Name

हस्तक्षेप करणारा व्यक्तीचे नाव व पत्ता

Stamp Purchaser's Name

मुद्रांक विक्री क्रमांक व तारीख

Serial No and Date

मुद्रांक विक्री विक्रेत्याची सही

Stamp Purchaser's Sign

मुद्रांक विक्रीत-श्री. अशोक शिवाजी सुर्यवंशी

परधान क्र. २२०२०२०/२०२१ मु.वि.विक्रय-मु.नि.कार्या.क्र.१

सहासिक कार्या. आधार कार्यालय

मुद्रांक विक्रेत्याची सही

ज्या कारणासाठी जेव्हा मुद्रांक विक्री करून त्याची व्याज कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.

१२५२१५१ रजकम १२०१
 REGISTRAR
 Krishna Institute of Medical Sciences
 "Deemed To Be University", Karad
 २४
 दिनांक: २४ JUN २०२१

SUB. TREASURY OFFICE KARAD
 18 JUN 2021
 SUB TREASURY OFFICER KARAD

MEMORANDUM OF UNDERSTANDING
 BETWEEN

KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY",
 MALKAPUR, KARAD - 415539, MAHARASHTRA, INDIA, KARAD

AND

APPASAHEB BIRNALE COLLEGE OF PHARMACY,
 SANGLI- 416416, MAHARASHTRA, INDIA.

Handwritten signature and circular stamp of APPASAHEB BIRNALE COLLEGE OF PHARMACY, SANGLI. Stamp details: 2 NGP, 1091/23813, Dt-17-8-91.

Circular stamp of Krishna Institute of Medical Sciences "Deemed to Be University", Karad with handwritten signature.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made on this 28th day of June, 2021 at KIMSDU

BETWEEN

**KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY",
KARAD, MAHARASHTRA, INDIA**

an university declared U/s 3 of UGC Act, 1956 vide notification No.F-9-15/2001-U,3 Of the Ministry Of Human Resource Development-Govt. of India, Accredited by NAAC with 'A' Grade (CGPA:3.20 on 4 point scale), An ISO 9001:2015 certified university, Malkapur, Karad, Dist. Satara, 415539, Maharashtra, India, hereinafter referred to as "KIMSDU" represented by Dr. M. V. Ghorpade, aged 54 years working as Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the **First Part;**

AND

**APPASAHEB BIRNALE COLLEGE OF PHARMACY,
SANGLI- 416416, MAHARASHTRA, INDIA**

incorporated as Recognized Research Centre in the field of Pharmaceutical Sciences as per UGC Act, having its registered office at Sangli hereinafter referred to as "ABCP" represented by Dr. Sanaulla Abdulrahim Tamboli, aged 54 years working as Principal (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the **Other Part;**

"KIMSDU" and "ABCP" are hereinafter also referred to individually as "Party" depending on reference and collectively as "Parties".

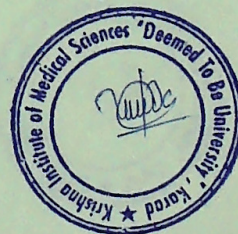
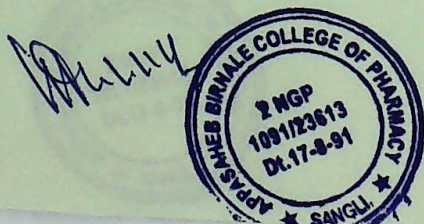
WHEREAS, it is the objective of the KIMSDU to disseminate, create and preserve knowledge and understanding by teaching, research, extension and service and by effective demonstration and influence of its corporate life on society;

AND WHEREAS, the KIMSDU has power to co-operate or collaborate with any other University, institution, authority or organization for research and advisory services and for such purposes to enter into appropriate arrangement with other Universities, institutions, authorities or organizations to conduct certain courses as the situation may demand;

AND WHEREAS, the KIMSDU has power to provide for the training and quality improvement of teachers and non-teaching employees;

AND WHEREAS, to achieve this goal and objective it is decided to collaborate with the renowned and reputed foreign Universities, institutions and organizations of health sciences for training of faculties and students of affiliated health sciences colleges / recognized institutes by means of teachers (faculty) and students exchange programmes, research programmes and conferences etc.;

AND WHEREAS, the KIMSDU and "ABCP" are discussing a potential for association between themselves for establishing collaboration in the field of training of faculty and students by adopting and designing their exchange programme;



AND WHEREAS, the goal of this collaboration is to foster co- operation and facilitate advancement of knowledge, skill and ideas for betterment of health of the society and common man;

AND WHEREAS, it is agreed by mutual discussion between KIMSDU and "ABCP" to establish a formal collaboration;

AND WHEREAS, the parties hereto agreed that detailed terms and conditions guiding the activities identified above shall be designed and formulated separately through mutual discussion;

AND WHEREAS, the parties, hereto are desirous to enter into a formal Memorandum of Understanding (MoU) of collaboration, in writing;

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO, AS UNDER:

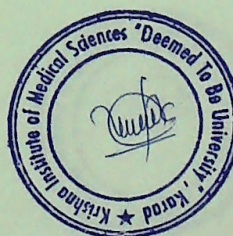
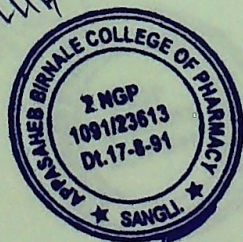
1. OBJECTIVES:-

- i. KIMSDU and "ABCP" will encourage direct contact and cooperation between faculty members, staff and students of the KIMSDU, affiliated colleges and recognized institutions of the KIMSDU and "ABCP".
 - ii. To Exchange of invitations of lectures, seminars, workshops, conferences, symposia and other academic programmes;
 - iii. To Exchange of faculty members and students for study and teaching and research;
 - iv. To start joint research activities, publications, library and data exchange;
 - v. Any other specific academic activity related with study, teaching and research designed and mutually agreed between the parties.
2. Both the parties will be entered into separate and specific written agreement to govern any specific activity to be initiated to achieve the objectives mentioned above. The terms and conditions of such agreement will be separately determined by mutual discussion and consent of both the parties. Such agreement shall come into effect from the date of signing of the -detailed and specific MoU.
3. KISMDU on its own or with the help other agencies conduct health camps and provide financial discounts up to 20% in its hospital to the staff and students of ABCP in health check-up and hospital treatment.

4. STATUS:-

This MoU is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clause 4 to 9 below shall be binding. It is the intension that a formal, legally binding agreement will be entered into between the parties to govern arrangements between them in respect of each specific activity mentioned in the objectives of this MoU.

[Handwritten Signature]



5. **COSTS:-**

Each party shall bear its own costs and expenses in fulfilling this MoU.

6. **INFORMATION SHARING AND CONFIDENTIALITY:-**

- a) Each party shall keep secret all confidential information belonging to the other party, which is shared between them, and all shared information shall only be used for the purpose of fulfilling this MoU. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other appropriate authority to disclose. However, this obligation will be continued after termination of MoU.
- b) Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other party (including name and logo) without its prior written consent.

7. **INTELLECTUAL PROPERTY:-**

Unless and otherwise agreed in writing in relation to specific project or academic activities, all intellectual property belonging to a party providing it to other party, on or after the date of this MoU shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this MoU shall vest in the party which or whose employee created them.

Intellectual property either related individual's employment responsibility, or resulting from activities performed of Krishna Institute of Medical Sciences (Deemed University) time or with support by state funds, or from using Krishna Institute of Medical Sciences (Deemed University) facilities is subject to ownership by the University.

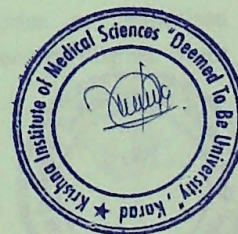
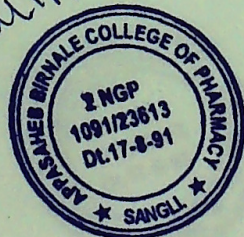
Before intellectual property subject to ownership by the Registrar is disclosed to any party outside the KIMSDU to the public generally and detailed disclosure of such intellectual property to the IPC for determination of the interests of KIMSDU

With Respect to intellectual property in which the KIMSDU asserts an interest, The IPC cell how, when and where the intellectual property is to be commercialized.

The KIMSDU shall bear all expenses from process of patent filing to award and commercialization.

In those instances where KIMSDU licenses rights in intellectual property to third parties, the costs of securing the property, licensing, including the costs to operate and support a technology transfer office and IPC, and the costs of obtaining a patent or other protection for the property on behalf of the University shall first be recaptured from the royalties or license payments received by KIMSDU and the remainder of such income (including, but not limited to, license fees, prepaid royalties, minimum royalties, running royalties, milestone payments, and sublicense payments) shall be decided among them as and when situation arises, shall be govern as per existing policy of KIMSDU.

Amul



The division of royalties from patents or other intellectual property managed by IPC will be controlled by the KIMSDU agreement with such concern, as approved by the prior approval of the IPC.

In the event that two or more persons are entitled to share royalty income pursuant to above paragraph and such cannot agree on an appropriate sharing agreement as evidenced by a clear and unequivocal written agreement transmitted to the departmental or the IPC or if inventors located at two or more component institutions, that portion of the royalty income to which the creators are entitled under this policy will be distributed to such persons in both the parties time to time.

The portions of the net income the KIMSDU retains from royalties as per royalty clause and any other intellectual property-related income shall be shared by the department where the income-producing creation originated for research and other purposes approved by the IPC in accordance with standard budgetary policies. At the option of the department, such income may be accumulated in an endowment fund with the income to be distributed to the particular department for such purposes as may be approved by the Board of Management and in case of two institutions shall be decided by mutual consultation and as per policy of KIMSDU.

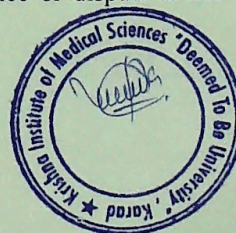
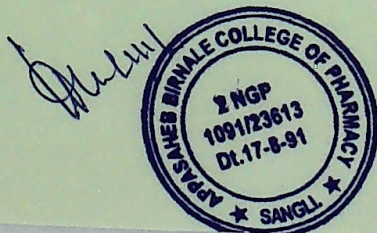
8. REGULATORY:-

- a) Neither party will treat any person or group of person less favorably than other or make any discrimination on the grounds of race, religion, caste, ethnic belief, sex, disability, nationality color or marital status.
- b) Each party will comply with all applicable laws and regulations of INDIA where there is difference of provision is arises in any law or regulation of the country of any party, such difference shall be settled amicably by mutual discussion and necessary amendment to that effect shall be carried out separately.

9. TERM, EFFECTIVE DATE AND TERMINATION OF AGREEMENT:-

This MoU shall become effective from the date of its signing by the representatives of both the parties and shall be remained enforce for the period of FIVE years from the date of its signing. Either party shall terminate this MoU by serving written notice on the registered address of other party or it shall be treated as terminated after the notice period or after completion of any undergoing collaborative programme, as the case may be. The notice period shall not be less than 30 clear days. In such situation both the parties shall act reasonably, that any action or omission of any party shall not affects the good reputation of other party.

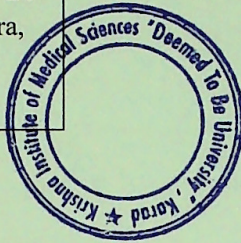
10. Any doubt, difference or dispute arises with respect to any term mentioned in this MoU shall be settled by mutual discussion between the signatories or authorized representatives of both the parties, however if such doubt, difference or dispute is not



resolved amicably the MoU shall be treated as terminated with the consent of both the parties. This MoU shall be governed by and construed in accordance with the laws of INDIA and the Indian courts shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Signed, sealed and delivered on behalf of Krishna Institute of Medical Sciences "Deemed To Be University", Karad, Maharashtra, India by its Registrar



Registrar

Krishna Institute of Medical Sciences
"Deemed To Be University", Karad,

In the presence of the witness: -

Name of the witness

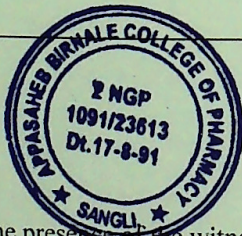
Address of the witness

Signature of witness

Date

Dr. Rohan Sharadanand Phatak
KIMS DU
Karad
R Phatak
01/07/2021

Signed, sealed and delivered on behalf of Appasaheb Birnale College of Pharmacy, Sangli- 416416 by its Principal



Principal,

Appasaheb Birnale College of
Pharmacy, Sangli

In the presence of the witness: -

Name of the witness

Address of the witness

Signature of witness

Date

Dr. Niranjana P. Chivarkar
Krishna College of Pharmacy
Karad
N Chivarkar
01/07/2021