MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY AND RESEARCH INSTITUTE, KARJAT

&

VIILBERY HEALTHCARE PVT. LTD.

Scanned by CamScanner

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

1 4 FEB 2019

महाराष्ट्र MAHARASHTRA ◐ 2018 ◐ UM 258412

उपकोषागार कार्यालय उल्हासनगर

01 FEB 2019

उप कोषागार अधिकारी, उल्हासनगर

01/02/19

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 21ST day of February – Two Thousand Nineteen (2019),

BETWEEN

Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute, Iadiwali Village, Karjat, Maharashtra 410201 represented herein by its **Mr. Pravin Naik** (hereinafter 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

Rahul Dharkar College of Pharmacy

MULBERRY HEALTHCARE PVT. LTD. Dombivli

Scanned by CamScanner

Viilbery Healthcare Pvt. Ltd., Plot No. P- 64, Milap Nagar, M. I. D. C Residential Zone Near Aims Hospital, Dombivili East, Thane 421203, Maharashtra, India and represented herein by, **Mr. Diptiman N. Chand**, (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 hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:
Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute

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 interest;

E) **Viilbery Healthcare Pvt. Ltd.**, the Second Party is engaged in Business, Skill Development, and Education Services in the fields.

F) **Viilbery Healthcare Pvt. Ltd.**, the Second Party is promoted by **Mr. Diptiman N. Chand**; Plot No. P- 64, Milap Nagar, M. I. D. C Residential Zone Near Aims Hospital, Dombivili East, Thane 421203, Maharashtra, India and aims to provide quality products which are innovative yet affordable to all in order to live a quality life.

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

CLAUSE 1 CO-OPERATION

1.1 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.

VIILBERY HEALTHCARE PVT. LTD. Dombivli

Scanned by CamScanner

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 and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Sites for the hands-on training of the learners enrolled with the First Party.

2.4 **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/jobs.

2.5 **Skill Development Programs:** 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.

2.6 **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 in house requirements.

2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

VILLBERY HEALTHCARE PVT. LTD. Dombivli

Scanned by CamScanner

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

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

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, Viilbery Healthcare Pvt. Ltd., the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Viilbery Healthcare Pvt. Ltd., the 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

Gyanpeeth Rahu Dharkar College of Pharmacy & R.L. Konkan
PH 2236
KARJAT
DIST. RAIGAD
410201

VIILBERY HEALTHCARE PVT. LTD.
Dombivli

Scanned by CamScanner

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.

First Party
MR. PRAVIN P. NAIK

Second Party
MR. DIPTIMAN N. CHAND

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 Karjat.

Kamlakar Gyanpeeth Rahu Dharkar College of Pharmacy & R.L. PH 3236 KARJAT DIST. RAIGAD 410201

VILLBERY HEALTHCARE PVT. LTD. Dombivli

Scanned by CamScanner

AGREED:

For
Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute

Authorized Signatory

For
Viilbery Healthcare Pvt. Ltd.

Authorized Signatory

Konkan Gyanpeeth Rahul Dharkar College of Pharmacy and Research Institute	**Viilbery Healthcare Pvt. Ltd.**
Iadiwali Village, Karjat, Maharashtra 410201	Plot No. P- 64, Milap Nagar, M. I. D. C Residential Zone Near Aims Hospital, Dombivili East, Thane 421203, Maharashtra, India.
Contact Details: 02148 220 315/9167033063	Contact Details: 9324361987
E-mails: kalemkpharm@gmail.com	E-mails: diptiman.chand@viilbery.com
Web: www.kgrdcp.com	Web: www.viilbery.com

Witness1:
Sandeep O. Waghulde

Witness2:
Nilesh K. Gorde

Witness3:
Sufi Ayaz.

Witness4:
Suchita Sonje

21/2/19

Scanned by CamScanner