



MEMORANDUM OF UNDERSTANDING

**For
Education Partner**

**CSED Center for Skill and Entrepreneurship Development in Clinical
Research and Pharmacovigilance**

Between



**KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY
AND RESEARCH INSTITUTE
AND
DYSMECH CLINICAL SERVICES PRIVATE LIMITED**

Dated 6 AUGUST, 2021

For Dysmech Clinical Services Pvt. Ltd.

Director/Authorised Signatory



Ch. Kule

KONKAN
Gyanpeeth
Rahul Dharkar College of Pharmacy
and Research Institute
Pune

MEMORANDUM OF UNDERSTANDING FOR ESTABLISHMENT OF CENTER FOR SKILL AND ENTREPRENEURSHIP DEVELOPMENT IN CLINICAL RESEARCH AND PHARMACOVIGILANCE AT KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY AND RESEARCH INSTITUTE ("MoU")

This MoU for Establishing Center for Skill and Entrepreneurship Development in Clinical Research and Pharmacovigilance at Konkarn Gyanpeeth Rahul Dharkar College of Pharmacy ("MoU") is made on 6 August 2021 ("Execution Date") by and between

1. **Konkan Gyanpeeth Rahul Dharkar College of Pharmacy**, Karjat, Raigad, Maharashtra, India (M.S.) (hereunder referred to as "**Konkan Gyanpeeth Rahul Dharkar College of Pharmacy**"); " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the first part;
2. **Dysmech Clinical Services Private Limited**, 425, Pride Purple Square, Kalewadi Phata, Aundh-Ravet Road, Wakad, Pune 411057 (hereunder referred to as "**DCS**"); (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the second part.

Hereinafter, Konkarn Gyanpeeth Rahul Dharkar College of Pharmacy and Dysmech Clinical Services shall collectively be referred to as the "Parties" and individually as "Party"

Whereas, Konkarn Gyanpeeth Rahul Dharkar College of Pharmacy is imparting education and conducting various undergraduate & postgraduate courses, training & research in the field of Pharmacy.

AND

Whereas Dysmech Clinical Services is known in the field of Talent development imparting education and training and conducting research to the members of the public at various Campuses.

DCS is engaged in the business of skill development, project management and system integrator of Skill Development Centers with software applications, Trainers and providing associated value added IT and other services. DCS with Knowledge / Technology Providers i.e. DIA, Oracle, AHA, MERCK, PTC, Master CAM and others to provide latest updates and current market trends and Knowledge Partners Center for Skill and Entrepreneurship Development for Clinical Research and Pharmacovigilance to assist in imparting domain knowledge so as to enable DCS to train students in line with latest Industry needs and make them more employable.

For Dysmech Clinical Services Pvt. Ltd.

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Whereas the Parties are desirous of working together, for achieving the following objectives:

- I. To enhance employability of learners globally
- II. To bridge the gap between programmes currently availability and programmes required by the market for enhancing employability by developing optional programmes
- III. To have joint programmes to address current and emerging needs of the market

AND WHEREAS in order to achieve the above objectives, the Parties have agreed to work together and execute this MoU which covers a broader understanding to offer joint programs for the benefit of students in various field including but not limited to programs and courses in Clinical Research and Pharmacovigilance, Management programs, IT programs and services BPO, etc. generally.

Therefore in consideration of mutual covenants set out in this MoU, the parties hereby agree as per the rules & regulations of the KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY and terms & conditions detailed hereunder:

1. STRATEGY

Specifically, the following areas have been identified:

- I. Diploma Courses in Clinical Research and Pharmacovigilance
- II. Niche courses in research and other job oriented courses
- III. The above will include diplomas, certificates and other certification as mutually decided
- IV. Delivery will be between online modes, and face to face modes.

2. JOINT CO-ORDINATION COMMITTEE


There shall be a joint Co-ordination Committee (hereinafter referred to as "JCC") consisting of representatives from KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY and DCS. The constitution of the JCC shall be inter alia as follows:

- I. The Campus Director or Chairman of KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY (or his nominee) will be the Mentor and Chairman or Director of DCS (or his nominee) will be the Chief Advisor or Co-Chairman.
- II. Besides the Chairman and Co-Chairman, the JCC shall have four more representatives (two nominated by each party) as Member of the committee. The members can be changed at the discretion of the nominating party.

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- III. The JCC will approve the program design and its fee for all the joint programs strictly as per rules & regulations of the KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY.
- IV. JCC may constitute an Expert Committee to ensure quality, standards and observance of rules for all academic matters related to curriculum and evaluation for joint programs. The Experts Committee shall consist of such number of members as decided upon by the JCC.

3. RESPONSIBILITIES OF THE PARTIES

The detailed responsibilities of the Parties will be as given below. Each Party will, Inter-alia perform the following responsibilities:

A. Obligations of KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY as a Education Partner.

1. Providing all the relevant information and guidelines, if deemed necessary, to give effect to the scope and purpose of this MoU within agreed timelines.
2. KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY enrol students and manage them with their faculty or coordinator along with DCS team.
3. Confirm admission and registrations of the students and issue of enrolment numbers and ID cards to registered students.
4. KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY will participate in the Board of Governance established for overseeing the CSED.
5. The KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY has to agree to run the center for 5 years. The project can remain operational after agreement renewal.
6. KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY will provide decent facilities for DCS team and Industrial speakers for the duration of the workshops or seminars.

B. Obligations of DCS as a Implementation Partner.

DCS is wholly responsible to execute the CSED. As soon as Education Partner (EP) completes the target of students.

1. Admit students provisionally for Joint Programs, and pass the documents to KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY as per agreement.
2. Collect fees through Demand Drafts, cheques, online or cash from students as per the fee decide by JCC for respective programmes.
3. Fee collection in the DCS Account as per Clause 4.
4. Administer education delivery.

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5. Scope of Work under Program.
 - Skilling of students.
 - Arranging faculty and scheduling.
 - Delivery of program.
6. Facilitate the examination at regular interval as decided from time to time.
7. Carry out evaluation and assessment as per examination norms.
8. It shall be responsible to comply with all the Appropriate Laws as may be applicable in the State of Maharashtra, in respect of its personnel deployed for imparting training at the CSED.
9. 2 E-Internships will be provided to all successful students as per course design. A certificate be issued of such internship being carried out by student.
10. DCS will have a placement cell and industries to facilitate the placement process. DCS will invite Industrial speakers and experts on regular intervals.
11. Issue Joint Diploma/ Certificate to all successful candidate within 90 days after completion of examinations.

C. Joint Obligations

1. KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY and DCS will jointly design and develop the Curriculum for joint programmes.
2. The admission notice will be issued by the parties after consulting each other with the final approval of the Mentor as approved by the University.
3. On the respective websites, Courses and the collaboration agreement will be mentioned as approved by the University.
4. FEE COLLECTION AND SHARING
 1. The ratio of fee to be shared by the parties will be 20:80 between KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY and DYSMECH CLINICAL SERVICES. This is the gross fee. All the other fees will be shared in the same ratio separately charged.
 2. DCS will collect all the fees from the students in DCS account.
 3. Every Payment release excluding GST in KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY Account on every 15th date of the month as per agreed ratios.
 4. We will make this project sustainable on successful registration of minimum 100 students per year.

For Dysmech Clinical Services Pvt. Ltd.


Director Authorised Signatory





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J. S. Shastri Road, Dahanu

5. COURSES and PROPOSED FEES

The courses and the fees proposed are depicted in Annexure A, which will be reviewed by the Joint Committee periodically.

6. CERTIFICATION, ASSESSMENT AND EVALUATION

The examination, evaluation, assessment and certification models of THE KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY will be followed for all the programs. Continuous assessment project work would be done as per THE KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY norms, rules and notifications from time to time.

7. RATES AND TAXES

Rates are in Rupees and Taxes as applicable shall be paid by DCS for its portion of fees received. Tax will be paid by either party as applicable.

8. EXAMINATION FEE

Examination fee if applicable have to be paid jointly as per KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY and DCS norms and shared as per clauses 4.

9. PROFESSIONAL PRACTICE

DCS shall adhere to professional standards recognized by international professional bodies and shall observe sound academic, management and technical practices. The DCS shall always act in respect of any matter relating to their agreement, as faithful advisor to the KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY and shall at all times, support and safeguard the legitimate interests of the KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY in any dealing with the third party.

10. PUBLICITY

Any publicity by the DCS in which the name / logo of KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY is to be used shall be done only with the permission of KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY, which shall not be withheld unreasonably. If DCS fails to do so, it shall be considered a breach of contract. KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY will similarly take permission in it with DCS LOGO/NAME.

11. INTELLECTUAL PROPERTY RIGHTS

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1. The copyright for existing and new material shall be held by the respective party who has developed it.
2. If any program/ course is jointly developed then the copyright and any other intellectual property right shall be held jointly.

12. DETAILS OF EXPENSES

Expenses by KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY are

Electricity expenses and Classroom utilities if required.

Marketing cost (Any marketing done by KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY).

Boarding & Lodging for DCS Team or DCS Industry Partners if required.

Expenses by DCS are

Online Portal,

Teaching cost,

Examination expenditure,

Digital marketing and Promotional activities and

Marketing cost (Any marketing done by DCS).

13. VALIDITY AND RENEWAL

The MoU shall be effective from the date of the Parties signatures hereto and shall continue to be operative for a period of five years and can be renewed further on mutually agreeable terms and conditions of both the parties.

14. TERMINATION

This MoU can be terminated by either of the Parties on six months' notice from either side for the violation of any of the terms and conditions of the MOU.

However, if the MoU is terminated for whatsoever reason, the responsibility of each Party shall continue to exist till the completion of the programme to which the students have been admitted before the date of servicing the notice termination.

15. AMENDMENT

The obligations of DCS and KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY have been outlined in the MoU. However, during the operations of MoU, circumstances may arise which may call for alterations or

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modifications of this agreement. These will be mutually discussed and agreed upon in writing. No amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in written and executed by the respective duly authorised representative of each of the parties hereto.

16. FURTHER ACTS AND ASSURANCES

Each of the parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MoU and to consummate the transaction, contemplated hereby.

17. MATTERS NOT PROVIDED HEREIN

If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the parties to this MoU shall each other for each instance and resolve such doubts in good faith.

18. SETTLEMENT OF DISPUTE AND JURISDICTION

If any dispute or difference of any kind whatsoever may arise between the parties in condition with or arising of this MoU or out of the breach, termination of invalidity of the MoU hereof, DCS and KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussion between the parties. If the dispute cannot be settled by mutual discussion within the 30 days as provided herein, only courts of PUNE will have the jurisdiction to adjudicate upon the matter. Courses will be completed by either party and degrees awarded to students already recruited as per KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY / DCS records as on the date of the breakdown of mutual discussion.

19. FORCE MAJEURE

Neither KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY nor DCS shall be liable to each other or to their students for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargoes, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this MoU.

In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this MoU for any causes set forth hereinabove, such party shall give written notice to the other

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party by the most expeditious means as possible after the occurrence of the cause relied on, given full particulars of the reason for such prevention of hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

20. GOVERNING LAW

This MOU shall be governed and interpreted by and constituted in accordance with the subjective laws of India.

21. CONFIDENTIALITY

Parties undertaken to treat all commercial, financial, legal or other information, whether written or oral, concerning the Parties which is not available to the public at the date of this MOU, and which has been and/or could be disclosed by one of the Parties to the other, or by or to their respective representatives, employees, agents and advisers for the operations set out in this agreement and information, terms, conditions relating to these operations between the Parties, as Strictly private and confidential, and to take all necessary precautions to ensure that they remain strictly private and confidential.

22. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this MoU shall not affect the validity or enforceability of the remaining, provisions of this MoU, hence, shall remain in full force and effect unless the invalid or unenforceable. Provisions comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the parties of this MoU shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

23. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

24. REPRESENTATIONS AND WARRANTIES

The parties hereby represent and warrant to each other that:

- a. It is duly established and existing under the law of jurisdiction stated against its name of this MoU and has the legal power and authority to sign this MoU, perform and comply with its duties and obligations under this MoU;

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- b. It has the requisite legal power and authority to enter in this MoU, perform and comply with its duties and obligations under this MoU, and the Project;
- c. This MoU constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- d. The execution, delivery and performance of this MoU have been duly authorised by all requisite action and will not constitute a violation of (i) any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets, or its functions, or of (ii) any other documents or to the best of its knowledge any indenture, contract of MoU to which it is a party or by which it may be bound;
- e. There are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any Court, Governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this MoU; and
- f. No representation or warranty made herein contains any untrue statement.

25. NOTICES

Any notice, approval consent and or other notification required or permitted to given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each party to the other in writing and in the manner herein before provided to:

KONKAN GYANPEETH RAHUL DHARKAR COLLEGE OF PHARMACY

Attention: Principal

Address: Karjat, Raigad, Maharashtra, India

DYSMECH CLINICAL SERVICES PRIVATE LIMITED

Attention: Director


Address: 425, Pride Purple Square, Kalewadi Phata,

Aundh-Ravet Road, Wakad, Pune 411057, Maharashtra, India.

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