



महाराष्ट्र MAHARASHTRA

2019

VH 114783

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९७
21 JUN 2019
सक्षम अधिकारी

श्री. दि. क. गवई

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Anchrom Enterprises India Pvt. Ltd. located at Mulund, Mumbai and Guru Nanak Institute for Research and Development, Khalsa College an institute established under aegis of Guru Nanak Khalsa College, N.P. Marg, Matunga, Mumbai.

AEIPL company registered and having its Corporate office at 101-104, A Wing, Shree Aniket Apartment, Navghar Road Mulund East, Mumbai 400 081, India (herein referred to as AEIPL which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominee, affiliates and any successor or successors) of the First Part

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And

Guru Nanak Institute for Research and Development, Khalsa College a research center, established under aegis of Guru Nanak Khalsa College, N.P. Marg, Matunga Mumbai 400 019, represented through its **College Principal** (hereinafter referred to as '**GNIRD**'); which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its nominee, affiliates and any successor or successors) of the Second Part:

WHEREAS:

- A. AEIPL is one of the market leaders in analytical chemistry instrumentation with its own **India Specific HPTLC Applications Research Center** and works closely with Government regulatory labs such as CDSCO, FSSAI, Agmark, CRCL, AYUSH, Forensic labs etc.
- B. GNIRD is a research center of G.N. Khalsa College.
- C. AEIPL & GNIRD have entered into this MOU because they:
 - i. RECOGNIZE the mutual interest in the fields of research, training and development and dissemination of knowledge, can benefit our nation.
 - ii. RECOGNIZE the importance of bridging the gap between industry and academics.
 - iii. RECOGNIZE the importance of the Industry Partner within its field of expertise.
 - iv. HAVE identified the need for developing new analytical methods using HPTLC which can be used by Government of India as official methods of analysis. Such a need has been observed by AEIPL for a long time.
 - v. Ph.D. students only will work on projects under this MOU. It is envisaged that each Ph.D. student will develop and validate 6-8 HPTLC methods using the USP HPTLC SOP. The students may do only part of their PhD work under this MOU, with prior agreement of AEIPL.
 - vi. The projects under this MOU will be described solely by AEIPL. GNIRD will arrange for standards, samples. The students may have to travel to conferences to present their papers.

Therefore, AEIPL and GNIRD recognized that mutual collaboration, given each other's strength in research and facilities thereof, will mutually benefit the students of GNIRD, AEIPL and Government of India.

Now therefore the parties hereto have agreed to enter into a Memorandum of Understanding (MOU) considering the long-term benefits, of sharing the knowledge between GNIRD and AEIPL to establish a vibrant Industry and academic collaboration, by undertaking joint activities in their respective fields of analytical chemistry research, as below (hereinafter referred to as "Activities")

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

ARTICLE I: SCOPE OF THE MOU:

The general purpose of this MOU is to facilitate industry and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas.

1. The projects will be jointly carried out at AEIPL and GNIRD laboratories depending upon the requirements and infrastructure facilities, leading to PhD degrees.
2. The collaborative research work for projects will be decided with mutual discussion and consent of AEIPL and GNIRD.
3. AEIPL and GNIRD will mutually advise and support in planning and executing programs promoting excellence in respective areas of research.

4. GNIRD will provide guidance for the purpose of conducting collaborative research project.
5. AEIPL will provide guidance of industry experts for the purpose of conducting collaborative research project as required.
6. GNIRD will allow the use of infrastructure, consumables and equipments for research work.
7. AEIPL will allow the exchange of scholarly information including research papers, databases and bioinformatics software. Share the library and scientific literature facilities mutually by giving access to library and other resources of students of GNIRD.
8. There will be an exchange of scientific expertise between AEIPL and GNIRD.

ARTICLE II DATA OWNERSHIP

1. AEIPL & GNIRD will jointly have exclusive ownership rights to the Research Data, as well as to the content of analyses and reports relating to the research which are delivered under this MOU. **After the research work is published**, AEIPL shall be free to use the Research Data and the content of such analyses and reports for its own business purposes. GNIRD agrees not to reproduce and/or disseminate such research data and the content of such analyses and reports for its benefit or the benefit of any third party. The publications will be joint with ideally maximum 4 authors, 2 each from AEIPL & GNIRD. The papers will be sent for publication, only when agreed to by both AEIPL & GNIRD.
2. All rights in respect of the Intellectual Property of the Research projects are proprietary to AEIPL & GNIRD. Both parties agree not to reproduce and/or disseminate such Intellectual Property for its benefit or the benefit of any third party. However, both parties will be duly acknowledged for their contribution.

ARTICLE III: GENERAL TERMS

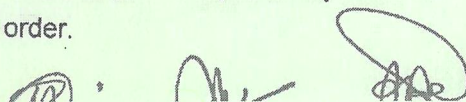
1. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
2. Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.
3. The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in the India.

ARTICLE IV: DURATION:

1. This MOU shall remain in force for a period of five (5) years from the date of the last signature or till completion of course by the student concerned whichever is earlier, with the understanding that it may be terminated by either parties by providing Sixty (60) days written notice to the other.
2. In case the research scholar discontinue his / her Ph.D. program and/or in case the University of Mumbai does not grant registration to the student concerned for any reason whatsoever then this MOU as far as the said student is concerned will stand terminated with an intimation by G.N.Khalsa College.

ARTICLE V: CONFIDENTIALITY

1. During and from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
2. The obligations above shall not extend to any confidential information for which the receiving party can prove that, this information, is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party is already known or become known to the receiving party is received from a third party having no obligations of confidentiality to the disclosing party, is independently developed by the receiving party or is required to be disclosed by law or court order.



ARTICLE VI: NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, either party may intimate the other party of such collaborations/agreements, if it affects this MOU.

ARTICLE VII: RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose. Now onwards, till the validity of this agreement, both the parties may mention the name and LOGO of the other in their brochures/ flyers/ websites/ documents as "TECHNICAL COLLABORATOR" for purposes as may be required. But, such an instance should be communicated by the user to the other party in writing beforehand.

ARTICLE VIII: INTELLECTUAL PROPERTY RIGHTS (IP):

Intellectual property rights of both the Parties will continue to be maintained as is and no party will have rights to any IP already existing with each party. Any data, technology, knowledge, invention developed under the sponsored project will belong to AEIPL & GNIRD. The copyrights on the thesis will belong with the student. In case of any Intellectual Property (except the Copyrights) being developed during the project then the student shall assign the Intellectual Property to AEIPL & GNIRD .

ARTICLE IX: ASSIGNMENT:

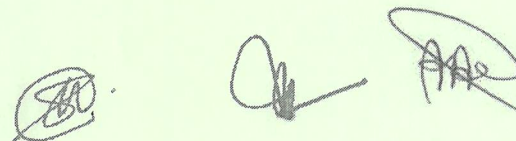
It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

ARTICLE X: AMENDMENTS:

Amendments or changes to this agreement or MOU shall be made in writing and signed by the duly authorized Representatives.

ARTICLE XI: POINT OF CONTACTS:

Each Party will nominate its own representatives who would be responsible for all measures to be undertaken under this agreement and they would be called point of contact (PoC). The point of contact for each of the parties are mentioned below:



FOR Anchrom Enterprises India Pvt. Ltd.

Mr. Dilip Charegaonkar

Managing Director

Mulund (E) , Mumbai-400 081, India

FOR GNIRD: Dr. Sukhjeet Kaur Gujral

Coordinator

Guru Nanak Institute for Research and Development (GNIRD)

Nathalal Parkeh Marg, Matunga East, Mumbai – 400019

ARTICLE XII: SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representative on the date, month and year first above mentioned.


For and on behalf of AEIPL

Signature :



Designation: MD
AEIPL, Mumbai

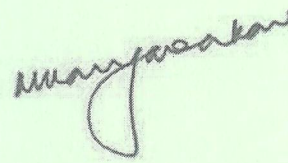
Witness 1



Name: Dr. Saikat Mallick
Designation: Asst. Manager (Lab)
Anchrom Enterprises (I) Pvt. Ltd.

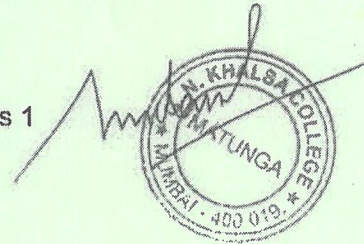
For and on behalf of the college

Signature :



Designation: Head of Institute (Principal)
Guru Nanak Khalsa College of Arts,
Science , commerce. Mumbai

Witness 1



Name A.S.M. SUNDARAM
Designation D.S.