

महाराष्ट्र MAHARASHTRA

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### Memorandum of Understanding

Between

NATIONAL FACILITY FOR BIOPHARMACEUTICALS (NFB)  
G N KHALSA COLLEGE, NATHALAL PAREKH MARG, MATUNGA (E),  
MUMBAI - 400 019

And

S.I.W.S. N. R. SWAMY COLLEGE OF COMMERCE & ECONOMICS AND  
SMT. THIRUMALAI COLLEGE OF SCIENCE, PLOT NO. 337, SEWRI WADALA  
ESTATE, MAJOR R. PARMESHWARAN MARG, WADALA,  
MUMBAI - 400 031

*mangaraj*  
**PRINCIPAL**  
G. N. KHALSA COLLEGE (AUTONOMOUS)  
MATUNGA, MUMBAI - 400 019



*for me*  
**PRINCIPAL**  
S.I.W.S. N.R. Swamy College of  
Commerce & Economics and  
Smt. Thirumalai College of Science,  
Wadala, Mumbai-400 031

This Memorandum of Understanding (MOU) is drawn up and agreed upon between **National Facility for Biopharmaceuticals** (NFB) an organization of Guru Nanak Khalsa College of Arts, Science and Commerce, Matunga, Mumbai - 400019, an institute established under the aegis of Guru Nanak Khalsa College, N P Marg, Matunga, Mumbai, acting through its principal Dr. Kiran Mangaonkar, herein referred to as the **R and D Center** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its nominee, affiliates and successor or successors of the first part:

AND

**S.I.W.S. N. R. Swamy College Of Commerce & Economics and Smt. Thirumalai College of Science**, Plot No. 337, Sewri Wadala Estate, Major R. Parmeshwaran Marg, Wadala, Mumbai 400 031 Acting through its Principal Dr Usha Sukumar Iyer, herein referred to as **SIWS College** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its nominee, affiliates and successor or successors of the Second part

AND WHEREAS the **R & D Centre** is engaged inter alia in the business of undertaking research & development activities, consultancy, projects and services for the pharmaceutical or similar industry. It has the necessary skill, experience, expertise and necessary facility/infrastructure to provide the services contemplated under this agreement. It provides training, conducts seminars, and organizes workshops and conferences.

AND WHEREAS the said **SIWS College** is an educational institution catering to the needs of higher education in the state of Maharashtra. The college offers various courses at Under graduate and Post Graduate level in Commerce and Science. The college is reaccredited by National Assessment and Accreditation Council (NAAC) with 'B Grade'.

AND WHEREAS the parties have held a detailed discussion on the common research interest and allied activities between the two institutions and as a result of which the parties have reached an understanding. Now therefore the parties hereto have agreed to enter into a Memorandum of Understanding (MoU) considering the long term benefits of sharing the knowledge and to establish a vibrant academic collaboration, by undertaking joint activities in the field of education, research and hereinafter referred to as "**Activities**"

**Purpose of this MoU:**

1. Training for staff and students
2. Sharing of resources like laboratories and infrastructure
3. Students' curricular projects

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MATUNGA, MUMBAI - 400 019  
*Usha*



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Wadala, Mumbai-400 031



The above goals will be accomplished by undertaking the following activities:

**1. Areas of Research Cooperation**

1. Corrosion of Metal in Aqueous media
2. Environmental pollution
3. Synthetic Organic Chemistry
4. Natural Antioxidants
5. Molecular Biology
6. Fermentation
7. Protein purification and analysis
8. Basic animal cell culture

**2. Forms of Cooperation**

- 2.1 Joint Research projects
- 2.2 Academic projects
- 2.3 Seminars and lectures on topics of mutual interest and relevance
- 2.4 Public outreach an Extension

**3. Exchange of Information and Research Samples**

- 3.1 The term "information" includes scientific or technical data, results and/or methods of investigation and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.
- 3.2 Samples exchanged between the PARTIES shall not be transferred to any third party for research and commercial purposes and that the unutilized portions of such samples must be sent back to the concerned coordinators as per Article 5.

**4. Publications and Intellectual Property Rights**

- 4.1 Any research publications and intellectual property rights arising out of the students and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by **NFB and SIWS College**
- 4.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of NFB and the expenditure incurred thereof shall be borne jointly and equally by **NFB and SIWS College**
- 4.3 The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other PARTY/PARTIES shall be shared between the PARTIES, the terms and conditions of which shall be the subject matter of a separate agreement between the PARTIES.

*Murugesan*  
**PRINCIPAL**  
**G. N. KHALSA COLLEGE (AUTONOMOUS)**  
**MATUNGA, MUMBAI - 400 019**



*for me*  
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**Wadala, Mumbai-400 031**

4.4 The PARTIES shall not assign any rights and obligations to any third PARTY/PARTIES without consent of the other party.

## 5. Reporting:

5.1. The PARTIES agree to constitute an Advisory Committee as follows:

Principal <b>Dr. Kiran Mangaonkar</b>	Principal, G.N. Khalsa College
Co-Convenor Dr. Pratiksha Palahe	Convenor, G.N. Khalsa College
Principal <b>Dr. Usha Sukumar Iyer</b>	Principal, S.I.W.S. College
Convenor Mrs. Neeta Khanolkar	Convenor S.I.W.S. College
Co-Convenor Dr. Sunita Shirvalkar	Co-Convenor Dr. Sunita Shirvalkar

5.2 The advisory Committee shall meet at least once in a year either at NFB or **SIWS College** to review the progress.

5.3 Based on the education, training and research requirements of students and staff, the advisory committee shall in consultation with the faculty and scientists, decide in topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.

5.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

## 6. Funding

Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

## 7. Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from NFB and **SIWS College**. This MOU shall become effective upon signature by the authorized officials from the NFB and **SIWS College** and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from NFB and SIWS College, this MOU shall be valid for **5 years** with effect from **2<sup>nd</sup> December 2021**.


This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY.

## 8. General Provisions

8.1 Research instrumentation, infrastructure and library facilities available at the PARTIES work place(s) shall be made available to the scientists, faculty, research scholars and students of the PARTIES.

  
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- 8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.
- 8.3 The implementation of the areas and forms of cooperation identified shall be subject to the availability and convenience of scientists, faculties and infrastructure facilities available at the PARTIES work places.
- 8.4 The party organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works.
- 8.5 There shall be exchange visits by faculty members and scientists for academic and research purposes.
- 8.6 NFB offers to permit up to FIVE students per year ranging for a period of 6 to 12 months to work on thesis based programmes under the joint supervision of **SIWS College** and NFB staff. **SIWS College** shall arrange to send the applications short-listed candidates through the NFB Coordinator. All the NFB procedures governing such students placement shall also be applicable to **SIWS College** students.
- 8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.
- 8.8 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
- 8.9 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing NFB and **SIWS College**.

**Contact Information:**

Partner name: **National Facility for Biopharmaceuticals (NFB)**

Partner representative: **Dr. Kiran Mangaonkar**

Position: Principal

Address: G N Khalsa College, Nathalal Parekh Marg, Matunga (E), Mumbai 400019

Telephone: 022-2409 6635

E-mail: gaganjyot@nfbindia.in

Partner name: **SIWS College**

Partner representative: **Dr Usha Sukumar Iyer**

Position: Principal

Address: S.L.W.S. N. R. Swamy College of Commerce & Economics And Smt.

Thirumalai College Of Science, Plot No. 337, Sewri Wadala Estate, Major R.

Parmeshwaran Marg, Wadala. Mumbai 400 031

Telephone: 022-2418 0390

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9. **Communication:**

All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall sent to the address recorded in this settlement or at the last known address, email of the concerned party. That notwithstanding anything contained in this agreement, the parties agree any terms or the clause may be varied by way of supplementary agreement.

Dated on this 21<sup>st</sup> day of December 2021.

IT WITNESS WHEREOF the parties hereto have set their respective hands to the agreement and a duplicate thereof the day, month and year mentioned hereinabove.

<p>For and on behalf of NFB, <i>through</i>, National Facility for Biopharmaceuticals (NFB) G N Khalsa College, Nathalal Parekh Marg, Matunga (E), Mumbai 400019.</p> <p>Name: <b>Dr. Kiran Mangaonkar</b> Title: Principal Seal And Sign: </p> <p><b>PRINCIPAL</b> <b>G. N. KHALSA COLLEGE (AUTONOMOUS)</b> <b>MATUNGA, MUMBAI - 400 019</b> </p> <p>In the presence of: Name : Title: Address:</p>	<p>For and on behalf of S.I.W.S. N. R. Swamy College of Commerce &amp; Economics and Smt. Thirumalai College Of Science, Wadala, Mumbai 400 031</p> <p>Name: <b>Dr Usha Sukumar Iyer</b> Title: Principal Seal And Sign: </p> <p><b>PRINCIPAL</b> <b>S.I.W.S. N.R. Swamy College of</b> <b>Commerce &amp; Economics and</b> <b>Smt. Thirumalai College of Science,</b> <b>Wadala, Mumbai-400 031</b></p> <p>In the presence of: Name : Title: Address:</p>
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