

# **MEMORANDUM OF UNDERSTANDING**

**Between  
National Institute of Pharmaceutical Education  
and  
Research**

**SAS Nagar, Mohali 160061 Punjab**



**Department of Pharmaceutical Sciences  
Guru Nanak Dev University  
Amritsar 143005, Punjab**





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#### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered at Guru Nanak Dev University, Amritsar on the 12<sup>th</sup> day of SEPTEMBER, 2017.

Between

The **Department of Pharmaceutical Sciences, Guru Nanak Dev University, Amritsar 143005, Punjab** which is one of the premier institution of Pharmaceutical Education and Research in the Northern India (hereinafter referred to as "**DOPS**"), which expression shall, unless it be repugnant to the context or meaning thereof, to be deemed to include its successors, executors, administration and assignee), being of the FIRST PART; HOD, DOPS, GNDU

And

**National Institute of Pharmaceutical Education and Research, SAS Nagar, Mohali (Punjab)** 160062 which is a National research institute for education and research in Pharmaceutical Sciences (hereinafter referred to as **NIPER**), which expression shall, unless repugnant to the context in which

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Head, DoPS:.....

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*[Signature]*  
12/09/2017

*[Signature]*  
12.9.17



it is used, includes its successor and administration) of the SECOND PART through Director, NIPER, Mohali

**NIPER** and **DOPS** individually referred to herein as a 'party' and collectively as the 'parties'. The Department of Pharmaceutical Sciences (**DOPS**) of Guru Nanak Dev University, Amritsar will be the participating department on behalf of Guru Nanak Dev University, Amritsar.

**A: Preamble:**

Whereas, **DOPS**, Guru Nanak Dev University, Amritsar is one of the premier institution of Pharmaceutical Education and Research in the country. Department of Pharmaceutical Sciences was established in 1995 with dual objective of providing trained manpower for rapidly expanding pharmaceuticals and allied chemical industries and to carryout research in advanced areas of pharmaceutical sciences. Department has made significant progress in realization of these objectives. The department offers a four year B. Pharmacy degree course, two year M. Pharm. Courses and PhD course. The department is equipped with modern facilities for effective practical training of the students. The department has ongoing research programmes in Medicinal Chemistry, Synthetic Organic Chemistry, Pharmaceutical formulation & Product development and Pharmacological Evaluation of Natural products funded by various national agencies. Students passing out from this department are being readily accepted by the industry all over the country and many of them have taken up research/teaching assignments in India and abroad.

Whereas, **NIPER** is an acclaimed national research institute of the country engaged in the education research activity in several contemporary areas of pharmaceutical sciences especially pharmaceutics, pharmacognosy, pharmaceutical chemistry, pharmaceutical biotechnology and pharmacology. It involves in R&D as well as human resource development in a wide range of topics in pharmaceutical sciences and technologies. **NIPER** is also involved in toning up the level of pharmaceutical education and research by training the future teachers, research scientists and managers for the industry and profession.

Whereas, it is highly desirable to develop multi-disciplinary training and research through involvement and integration of diverse but relevant disciplines through synergy and knowledge sharing, and ensure dissemination of knowledge to all corners of the country;

Both parties felt that a sustained, synergetic and effective collaboration between **DoPS** and **NIPER** will enhance the strength, and add value to, the efforts of each party;

The Parties therefore agree on the objective of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of research and training with the following broad objectives:

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Head, DoPS:.....

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### **B: Broad Objectives:**

1. To develop synergetic collaborations in a resource-sharing and knowledge-sharing environment in various areas of science and technology;
2. To develop academic programmes and share expertise in training and other academic activities through joint organization of events, joint guidance of students, exchange of faculty and students, etc.;
3. To develop research programmes for funding by internal, national and international agencies;
4. To design and develop outreach activities and programmes for various mutually identified goals of **DOPS** and **NIPER**;
5. To develop collaborations in laboratories and equipments sharing as well as publications and patents (if any);

### **C: Mode of Operation:**

**Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures**

1. This MoU shall be effective from the date it is signed by both the Parties.
2. Within the broad framework of the MoU, a **NIPER**, and **DOPS** can develop joint research, academic or scientific programmes, exchanges, development of facilities, etc.
3. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authority of the respective organizations.
4. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee constituted of members nominated by both parties; each organization will appoint an internal coordinator who will organize joint meetings at regular intervals at mutually agreed locations and maintain records of agreements, work plan and progress.
5. The visitors will be bound by the Rules and Regulations as well as code of conduct of the host institution.
6. The Internal Coordination Committee will also formulate the procedure for exchange of students, faculty and other visitors, in accordance with the Rules of the host participating institutions as defined in preamble.
7. The mode and quantum of resource sharing will be decided based on recommendation of the Internal Coordination Committee on the case to case basis, **subject to approval of competent authority as required.**
8. The Internal Coordination Committee will formulate action plans at its meetings and communicate for information and necessary approvals by the concerned authorities.
9. In case of transfer/installation of equipments and other capital assets, an additional document of commitments shall have to be signed by the

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receiving institute. Such a transfer will be as per norms of both institutions.

#### **D: Obligations of the Parties**

1. In accordance with the clause C-4 as above, Prof. (Dr.) Preet Mohinder Singh Bedi will be the internal Coordinator from DOPS, GNDU Amritsar, whereas, Director, NIPER, Mohali or a person nominated by the Director, NIPER will be the internal coordinator from NIPER, Mohali
2. Each party shall nominate members to the Internal Coordination Committee within 15 days of signing the MoU.
3. Each Party shall provide all necessary support at its disposal and as allowed by its institutional Rules, for implementing this MoU effectively.
4. **DoPS** and **NIPER** will recognize their scientists as guides/co-guide(s) as per the provisions of pertaining ordinance of organization for students registered at **DoPS/NIPER for PhD programme**.
5. **NIPER** will train & guide students and faculties from **DoPS** based on need and availability of resources as per institutional procedure.
3. The Parties shall share knowledge and facilities within the institutional Rules of each Party, to:
  - (a) Provide access to libraries, archives, research laboratories and other facilities;
  - (b) Provide access to high-end instruments and equipments as mutually agreed.
  - (c) Encourage joint discussions on new developments, formulation of academic and writing of scientific and technical papers and projects;
  - (d) Share knowledge/ information and publications/magazines/literature as may be essential for the academic pursuit;
  - (e) Provide logistical support/guest house facility for the scientists/experts involved in this MoU at locations of both parties by treating them official guests of their respective institution AND.
  - (g) No financial commitment from either Organization shall be assumed unless a formal approval/acceptance to that effect has been accorded through signed documents by both the Organizations.

#### **E: Duration and Termination**

1. This MoU shall remain in force initially for a period of three years, however, where after, it may be **renewed automatically for an extended for three years period unless any of the parties seeks termination in writing**.
2. This MoU may be terminated prior to the expiry of the MoU as indicated above with three months notice in writing and with the written consent of the Heads of the two organizations.
3. Termination of this MoU between the participating components shall not terminate the agreements entered between the **Parties** with any third parties which the **Parties** may have entered into in executing the

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agreements under this MoU; the **Parties** shall continue to obtain the benefits of such agreement. After termination of MoU, neither of the **Parties** will be responsible for any losses, financial or otherwise, which the other **Party** may suffer. Upon termination or expiry of the MoU, **Parties** are obliged to keep the information confidential, as agreed above.

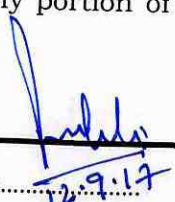
#### **F: Data Sharing and Intellectual Property Rights**

1. No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the **Parties** on the date of signature of this MoU and independently developed on their part are hereby granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except specified by the owning **Party** in writing.
2. The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis. **Parties** will mutually decide on sharing of required information by way of joint publication in journals and seminars or workshops etc. All publications resulting from the collaboration between the **Parties** will be mentioned in the scientific reports of either **Party**.
3. Sharing of any data generated (either observational or computational) under the aegis of this MoU shall be as per the provisions of the specific project/programme
4. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.
5. Every member of both Parties in any activity under the aegis of this MoU shall abide by the prevailing policies of Govt. of India with respect to classified information/data. During the tenure of this MoU including extension, if any and for **Five years** thereafter, **Parties** undertake on their behalf and on behalf of their employees or representatives or associates to maintain strict confidentiality and prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of MoU.

#### **G: GENERAL PROVISIONS**

1. Neither **Party** shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly owned subsidiaries and agreed explicitly to that effect in writing. This MoU shall be binding on and inure to the benefit of the **Parties** hereto and their respective heirs, personal representatives, successors and assignees; and,
2. This MoU constitutes the entire understanding between the **Parties** relating to the subject matter hereof and supersedes and cancels any and all previous or collateral MoUs, negotiations, commitments, representations or understandings between the **Parties** with respect to this MoU, and the subject matter hereof. If any of the provisions of this MoU are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this MoU shall not render any other portion invalid; and,

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3. No amendments or modifications of this MoU shall be valid unless they are made in writing by both the **Parties** or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.
4. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the **Parties** shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either **Party** the right to make commitments of any kind for or on behalf of the other without the other's prior written consent.

#### **H: FORCE MAJEURE**

Neither **Parties** shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the **Party** affected thereby shall give a notice in writing to the other **Party** within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the **Parties** shall jointly decide about the future course of action.

#### **J: GOVERNING LAWS AND DISPUTES RESOLUTION**

1. This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
2. This MoU is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MoU shall be resolved by the Executive Heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.
3. Any unresolved dispute if any, shall be referred to Director, NIPER, Mohali AND Dr. Preet Mohinder Singh Bedi, Professor & Head , DOPS, GNDU, Amritsar, and an independent arbitrator involved with mutual consent in accordance with **Arbitration and Conciliation Act, 1996** and rules framed thereof. Arbitration shall be conducted at the place that may be mutually decided by both parties. The decision of arbitrators so reached shall be final and binding on both the parties.

Director, NIPER:.....

Head, DoPS:.....

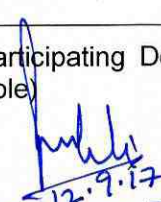



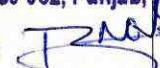

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4. Each clause of this MoU is severable and if one clause is rendered illegal or is severed, it will not render the whole MOU illegal and all clauses except severed clause shall be valid & binding between two parties.

#### K: SEAL OF THE PARTIES

In witness whereof, the **PARTIES** represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this **MoU** to be signed in the presence of the following witnesses:

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

For and on Behalf of DoPS, Guru Nanak Dev University, Amritsar	For and on Behalf of NIPER, SAS NAGAR, MOHALI
<p>1. Head of Participating Department (as applicable)</p> <p>Signature: </p> <p>Name: <b>Dr. P.M.S. BEDI</b></p> <p>Seal: <b>Deptt. of Pharmaceutical Sciences</b> <b>Guru Nanak Dev University,</b> <b>Amritsar-143005</b></p>	<p>1. Director, NIPER</p> <p>Signature: </p> <p>Name: <b>Prof. Raghuram Rao Akkinapally</b> <b>निदेशक / Director</b></p> <p>Seal: <b>राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान</b> <b>National Institute of Pharmaceutical Education and Research</b> <b>सेक्टर-67, एस.एस. नगर-160 062, पंजाब, भारत</b> <b>Sector-67, S.A.S. Nagar-160 062, Punjab, INDIA</b></p>
<p>Witnesses (Name &amp; Signature):</p> <p>1. <b>Dr. Kamaljit Singh</b>  12.9.17</p> <p>2. <b>Dr. Harpinder Singh</b>  12.9.17</p>	<p>Witnesses (Name &amp; Signature):</p> <p>1. <b>P.V. Bhooralam</b> </p> <p>2. <b>ANIL KUMAR ANGRISH</b> </p>

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