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SG Phyto Pharma Pvt Ltd

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MEMORANDUM OF UNDERSTANDING

BETWEEN
SAHYADRI COLLEGE OF PHARMACY, METHWADE
AND
SG PHYTOPHARMA PVT. LTD. KOLHAPUR

This Agreement made and entered into on this **Monday** day of 16/01/2017 between Sahyadri College of Pharmacy, Methwade (hereinafter called SCPM) situated at Methwade, 413307, an Institute established by a trust named Shikshan & Krushi Vikas Pratishthan, Medshingi and SG Phytopharma Pvt. Ltd. (hereinafter called "Phytopharma" which expression shall include its successors and permitted assignees) with its registered office at 531/1, Nilgiri Apartment, Plot No. 3, 'E' Rajendranagar Ring Road, Kolhapur 416 008, Maharashtra, India.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between SCPM and Phytopharma, in mutually beneficial areas.
- To provide a formal basis for initiating interaction between SCPM and Phytopharma.

2. PROPOSED MODES OF COLLABORATION

SCPM and Phytopharma, propose to collaborate through

- Phytopharma, would accommodate all Pharmacy students of SCPM in such a number that Phytopharma, deems convenient to it for the purpose of imparting industrial training as well as visit.
- Organization of joint conferences and Seminars

- c. Practical training of SCPM students at Phytopharma.
- d. Sponsoring R&D projects, which may be carried out wholly at SCPM or at premises of Phytopharma, or partly at SCPM and partly at Phytopharma.
- e. Training of Phytopharma, personnel through Continuing Education Programmes conducted by SCPM in areas of interest to Phytopharma.
- f. any other appropriate mode of interaction agreed upon between SCPM and Phytopharma.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.



5. CONFIDENTIALITY

- a. During and for a period of three years 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.
- b. 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.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

9. 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.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. SIGNED IN DUPLICATE

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

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
SAHYADRI COLLEGE OF
PHARMACY, METHWADE

By




Name : **Dr Ingawale D. M.**

Title : **PRESIDENT,**
Mediksha & Krishi Vikas Pratishthan
Medshingi Ta Sangoia, Dist. Solapur

Date :

Witness:

1. Godase S. R. 

2. Mr. Palki M. S. 

on behalf of
SG PHYTOPHARMA PVT. LTD.
KOLHAPUR
FOR SG PHYTO PHARMA PVT. LTD.

By



DIRECTOR

Name : **Mrs. Gune V. D.**

Title : Director

Date :

Witness:

1. M. S. Gune. 

2. Dr. Taklikar S. S. 

