## Memorandum of understanding for academic cooperation between

Zoology Research Centre, Shri Shiv Chhatrapati College of Arts, Commerce and Science, Bodkenagar, Junnar – 410 502, S.P. Pune University, Maharashtra, India

#### And

Premium Serums and Vaccines Pvt. Ltd., S. No. 354-1, 354-2A/1, At & Post - Narayangaon, Near 'Champangne India', Tal. - Junnar, Dist. Pune 410 504, Maharashtra, India

This agreement is made and entered into on this 21<sup>st</sup> day of March, 2015 between the Zoology Research Centre, Shri Shiv Chhatrapati College of Arts, Commerce and Science, Junnar, (here afterwards referred to as ZRC, SSCCJ) and Premium Serums and Vaccines Pvt. Ltd., COMPANY (INDUSTRY) Narayangaon (here afterwards referred to as COMPANY) (the parties) which expression shall include its successors and permitted assignees. Both wish to initiate collaboration in different disciplines through individual programmes which may be self-supported or supported by various funding agencies of India and foreign.

ZRC, SSCCJ and COMPANY recognize their strengths in research and education in the disciplines of science, education, and their mutual interest in engaging themselves in academic and research cooperation.

Therefore, ZRC, SSCCJ and COMPANY agree to establish a programme for academic and research cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this Memorandium of Understanding (MOU).

#### A. OBJECTIVES OF THE MOU -

The goal of this cooperation is to foster collaboration, to provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of best efforts, mutual benefit and frequent interactions. ZRC, SSCCJ and COMPANY agree to explore the possibility of engaging in the following modes of collaboration:

- To promote interaction between the ZRC, SSCCJ and COMPANY in mutually beneficial areas,
- b. To provide a formal basis for initiating interaction between the ZRC, SSCJ & COMPANY,
- c. Exchange of information on research, teaching, learning/study materials and other literature relevant to their educational and research programmes,
- d. Joint organization of seminars, conferences, workshops, trainings and short-term continuing education programs on topics of mutual interest, while extending invitations each other's faculty to participate there in,

- e. Joint proposal and engagement in research or training programs sponsored by funding agencies, while extending invitations to each other's faculty to participate there in,
- f. Exchange on a reciprocal basis, of students at undergraduate, graduate and doctoral levels for limited periods of time for purposes of education and/or research,
- g. All activities arising from this MoU is self-supported or supported by the various funding agencies.

ZRC, SSCCJ and the COMPANY agree that the following technical descriptions will guide each proposed activity identified and agreed upon by the two institutions.

The terms of any financial arrangements will be subject to separate agreements made on a caseby-basis; such further agreements will include the names of those persons responsible for managing the implementation etc. of collaborative activity.

#### B. PROPOSED MODES OF COLLABORATION:

The ZRC, SSCCJ & the COMPANY propose to collaborate through -

- a. Designing of the curriculum for the Din Dayal Upadhyay KAUSHAL KENDRAs, B.Voc. & other related programmes.
- b. Conduct of Curriculum & Trainings needed.
- c. Training of ZRC, SSCCJ Personnel in the area of recent techniques & need of the Industries.
- d. To carry out Collaborative Students Projects.
- e. Any other appropriate mode of interaction agreed upon between the ZRC, SSCCJ & the COMPANY.

# C. JOINT SPONSORED ACADEMIC, RESEARCH, DEVELOPMENT AND CONSULTING PROGRAMS -

The form of any of the said program will include the following -

- **a.** In their own existing facilities The implementation of program, individually by each party or concurrently by both parties in mixed groups at their own facilities with regular exchange of resources.
- **b.** In a separate research & development facility The performance of research by the technical personnel of both parties working together in the facilities at one party or in mixed groups at the facilities supported / sponsored by either party.
- c. ZRC, SSCCJ and COMPANY agree to investigate ways of identifying and inviting faculty from the other institution to participate in ongoing research or development programmes of mutual interest. It is anticipated that the terms and conditions for such participation would be worked out by mutual agreement between the faculty members and the Institution extending such an invitation.
- **d.** Further, ZRC, SSCCJ and COMPANY agree to jointly identify and pursue opportunities for formulation and submission of new research project proposals or training programmes for

possible funding by external agencies if needed. The terms and conditions for such joint research would be worked out between the concerned investigators and the funding agency.

## D. EXCHANGE OF FACULTY, SCIENTISTS AND STAFF -

ZRC, SSCCJ and COMPANY agree to explore ways of encouraging collaboration between faculty and scientists from the two Institutions. Specifically, the two Institutions would encourage members of their faculty to undertake short visits or take up fixed-term assignments as consultant and visiting professor. The terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, would be worked out between the partner Institutions.

#### E. STUDENT EXCHANGE

ZRC, SSCCJ and COMPANY agree to discuss the means for enabling the exchange of students at Undergraduate, Graduate, Post-Graduate, Doctoral and Post Doctoral level between the two Institutions. Each exchange student would by selected by mutual agreement and in accordance to the regulations of the partner Institutions.

### F. EXCHANGE OF SCIENTIFIC AND TECHNICAL MATERIAL -

ZRC, SSCCJ and COMPANY will examine ways of exchanging information on research and educational programmes and teaching/learning material and other literature relevant to their educational and research programmes. Further, both agree to ways share teaching/learning material (including books, electronic/ webcasts of lectures etc) and other relevant literature, subject to each institutions policy on intellectual property and publications.

## G. JOINT CONFERENCES, WORKSHOPS AND SHORT-TERM COURSES -

ZRC, SSCCJ and COMPANY agree to seek means of identifying and inviting faculty members from the other Institution to participate in conferences, workshops and short courses. The terms and conditions for such participation would be worked out by mutual agreement between the invited faculty members and the Institution extending such an invitation.

When a faculty member visits the other institution on or as part of such joint activity, then such a visit would be classified as such, and handled as per rules of individual institution or as per the terms of this MOU.

#### G. INTELLECTUAL PROPERTY -

ZRC, SSCCJ and COMPANY agree to respect each other's right to intellectual property. All background IP used in connection with this MOU shall remain the property of the party that introduces it. No license is granted to any party to use another party's background IP unless specifically agreed to in writing. Further the intellectual property rights that arise as a result of any collaborative research or joint activity under this MoU would be subject to separate written agreements on the ownership and management of such intellectual property and each party agrees to respect the ownership of IP of the other parties in all dealings, consistent with officially laid down IPR policies of the partner institutions.

No party to this memorandum shall use the name, logo or any other designation of any of the other Parties without prior written consent.

#### H. CONFIDENTIALITY -

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 sixty days of disclosure and identified as confidential by the disclosing party.

#### I. 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, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

#### J. TENURE AND TERMINATION -

This MOU will take effect from the date it is signed by representatives of the two Institutions. It will remain valid for a period of five years. This MOU may be amended by mutual written agreement prior to the date of review. Any extension to this MOU will be formally agreed in writing by the parties.

Either Institution may terminate the MOU by written notice to the other Institution six months in advance. Once terminated, neither ZRC, SSCCJ nor COMPANY will be responsible for any losses, financial or otherwise, which the other Institutions may suffer. However, ZRC, SSCCJ and COMPANY will ensure that all activities in progress are all owed to complete successfully and no such early termination of this MOU whether mutual or unilateral, shall affect the obligation of the participants under any Research Agreement confidentiality clause, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

#### K. 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.

#### L. ACTIVITIES FOR THE FIRST YEAR OF CO-OPERATION -

- 1. Research interactions and material exchange of ZRC, SSCCJ and COMPANY.
- 2. ZRC, SSCCJ with COMPANY apply for joint research projects to various funding agencies including overseas.
- 3. ZRC, SSCCJ to initiate collaboration with COMPANY in the areas of toxicology, venom research and isolation of bioactive compounds.

#### M. ARBITRATION CLAUSE -

Should there be a dispute relating to any aspect of academic cooperation, Head, ZRC, SSCCJ and Technical Director, COMPANY will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

#### N. 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 Junnar Taluka Shivner Shikshan Prasarak Mandal, Shri Shiv Chhatrapati College of Dist- Arts, Commerce & Science, Junnar – 410 502 Dist.- Pune's Zoology Research Centre On behalf of Premium Serums & Vaccines Pvt. Ltd. Narayangaon - 410504, Tal.- Junnar, Dist. Pune

Sign with Seal

By: Prof. Dr. R. D. Chaudhari Head, Zoology Research Centre, Shri Shiv Chhatrapati College,

Rollandherz.

Date: 21/03/2015

For Premium Serums & Vaccines Pvt.Ltd.

Dr.M.V.Khadilkar Technical Director

Sign with Seal

By: Dr. M.V. Khadilkar

Technical Director,

Premium Serums & Vaccines

PVT. LTD.

Date: 21/03/2015

Offig! Principal
Shri Shiv Chhatrapati College
Junnar (Pune)

Countersigned By Prof. Dr. Bhaskar T. Shelke Offg. Principal,

Shri Shiv Chhatrapati College of

Arts, Commerce & Science, Junnar - 410 502

Date: 21/03/2015