



LAXMINARAYANDEV COLLEGE OF PHARMACY

Managed by : Shree Swaminarayan Shishu Sahayak Kendra • Reg. No. E2505

Ref. No. : LDCP/MOU/Mar/03

Date : 04/03/2021

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

LAXMINARAYANDEV COLLEGE OF
PHARMACY, BHARUCH

&

SCHOOL OF PHARMACY
RAI UNIVERSITY, SARODA, AHMEDABAD

FOR

ACADEMIC AND EDUCATIONAL CO-OPERATION, STUDENT
AND STAFF EXCHANGE PROGRAM



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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 1st DAY of January Two Thousand and Twenty one (01/01/2021) by and between

LAXMINARAYANDEV COLLEGE OF PHARMACY, BHOLAV, BHARUCH, GUJARAT AFFILIATED TO GUJARAT TECHNOLOGICAL UNIVERSITY, AHMEDABAD - THE FIRST PARTY, represented herein by its Principal, Prof. Dr. Kishorkumar K. Dholwani (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

SCHOOL OF PHARMACY, RAI UNIVERSITY, SARODA, AHMEDABAD - THE SECOND PARTY, and represented herein by its Registrar, **Shri Lalit Adhikari**, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named **LAXMINARAYANDEV COLLEGE OF PHARMACY, BHARUCH**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of academic development.
- D) Both Parties, being legal entities in themselves desire to sign this MOU



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for advancing their mutual interests.

- E) **SCHOOL OF PHARMACY, RAI UNIVERSITY, AHMEDABAD**
the Second Party is the constituent institute of **Rai University, Ahmedabad** engaged in Education Research & Development and Skill Development of students in Higher Education.
- F) **RAI UNIVERSITY, SARODA, AHMEDABAD**, is established by Gujarat State Legislature under Gujarat Act No. 12 of 2012. It offers skill oriented curriculum in the disciplines of Engineering and Technology, Management, Life sciences, Applied Sciences, Pharmacy, Law, Agriculture, etc.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective objectives within the Institution. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
2. The First and Second Party will facilitate student and staff exchange program, collaborative research projects, conduct guest lectures and organize symposia and exchange of academic information and materials.
3. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculties of Both the Parties providing significant inputs to each other in developing suitable teaching / training systems.
4. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is



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reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MOU

1. The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
2. **Curriculum Design:** Both parties can give or seek valuable suggestions for customizing the curriculum as per the industrial scenario. Whereas, First party may forward the suggestion to academic council of the affiliating University on its own. No reference to be made to second party while refereeing the mutual discussion to the Affiliating University.
3. **Industrial Training & Visits:** Both the parties will extend the access to their laboratories, workshops for student and staff on mutually decided manner.
4. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of pharmaceutical sciences on mutually agreed terms. The joint proposals prepared in this regard need to be signed separately.
5. **Guest Lectures:** Both the parties will extend their technical expertise and academic resources to deliver guest lectures on the technology trends to the students. .



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6. **Faculty Development Programs:** Second Party to consider the ^{Date:} Faculties of First Party for Faculty Development Programs as per the UGC requirement considering the Pharmacy Council of India Standards in concerned sector, if applicable.
7. **Placement of Trained Students:** Both the parties will extend cooperation in hosting placement drives and sharing information related to various vacancies with each other.

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CLAUSE 3

INTELLECTUAL PROPERTY

1. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4

VALIDITY

1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period both the parties will take effective steps for implementation of this MOU.
2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.



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CLAUSE 5

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RELATIONSHIP BETWEEN THE PARTIES

1. It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Second Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Ahmedabad**.

AGREED:

For, **Laxminarayandev College of Pharmacy**

Authorized Signatory

For, **RAI UNIVERSITY**



Authorized Signatory



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LAXMINARAYANDEV COLLEGE OF PHARMACY, BHARUCH (affiliated to GTU, Ahmedabad)	RAI UNIVERSITY, AHMEDABAD
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Vaishal

Witness 1:

Rajesh Doda

Witness 3:



Witness 2:

Saichhet
(Dr. Saichhet Tyer)

Witness 4:

Vaishal