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मुद्रांक धारकाची/हस्त व्यक्तीची सही

परवाना क्र. २३०१०२९ दु. नि. का. सातारा क्र. १ मुद्रांक विक्रेता

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE AT SATARA ON THIS  $07^{\text{th}}$  DAY OF DECEMBER, IN THE YEAR 2022

#### BETWEEN

YSPM's, Yashoda Technical Campus, Faculty of Pharmacy, Wadhe, Satara, Tal & Dist-Satara -415011, which is represented by its principal named Dr. Vivekkumar K. Redasani here in named as party one

AND





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Intellectual Property Intellect Services (IPIS) Pune, Maharashtra, India Proprietor Firm having its registered office at: Shop No 02, Sr No 27/2, Near Ram mandir, Ambegaon Bk, Pune-411046 which is represented by its Proprietor Mahesh Madanrao Jadhav here in named party two

#### WHEREAS

The First Party is Educational Institute/College named as above. First Party is the amongst the premium Pharmacy institutes imparting quality education in a sector of Pharmaceutical Sciences as well as carrying out research in Pharmaceutical Sciences. First Party is recognized by the Pharmacy Council of India (PCI). It offers Undergraduate (B. Pharm.) and Postgraduate (M. Pharm.) programs. With the relentless efforts of dedicated and competent faculty, up-dated curriculum, innovative methods of instructions top end infrastructure and sturdy support of management, it has emerged as a center of academic excellence and attracting students from all over India. Whereas the second party is also engaged in teaching and research in Pharmaceutical Sciences.

# WHEREAS

Second Party is at present an IP-Law firm actively involved in training and importing education in the field of intellectual property. It also provides all kinds of IP services like drafting, filing of application, prosecution, renewal and patent valuation & strengths of patent, and commercialization guidance, and litigation etc.

WHEREAS both the parties being in the field of importing knowledge have agreed to collaborate to with following objects:

- 1. The purpose of this MOU is to continue to develop and expand a framework of cooperation between the First Party and Second party to develop mutually beneficial programs and projects.
- 2. Both the parties agree to work together with a view to making complete and better-quality patent information available to their students and faculties.
- 3. Recognizing the mutual interests in the fields of research, education, training, transfer of technology and dissemination of knowledge on long term noncommercial basis, and to jointly organize short-term continuing education programs, seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,

4. Recognizing the importance of institutes of higher education's role in promoting Intellectual collaboration and increased contribution of social economic development

WHEREAS both the parties hereby covenant to adhere with following terms for entering into this Memorandum of Understanding:

- 1. Both the parties shall maintain permanent channels of communication for the exchange of information relating to patents with First Party.
- 2. Both the parties shall explore possibilities of updating the respective information technology systems if required.
- 3. Both the parties may co-operate in the IP awareness and innovation, creation and implementation of services which will raise consciousness of the importance of industrial property in all sectors of society.
- 4. Fees for patent drafting, filing and application as per government norms and predefined rates at the time of application. And the remaining fees viz. early publication, if required and other necessary fees, shall be paid as per the requirement. Both the parties agree that they will not quote any other price of the required services, than mentioned in the annexure.

# NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER

# 1. Field of Co-Operation:

Co-operation between both the parties may be established within any field related to science and technology of mutual interest and in particular in the fields of research, development, education, training, and transfer of technology.

# Both the Parties shall:

- a. cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests;
- b. promote appropriate joint research projects and joint courses of study, with particular emphasis on Intellectual property studies;
- c. Exchange of best practices, experiences and knowledge on IP awareness among public, authorities, businesses and research and educational institution;



- d. Exchange of information and best practices on processes for disposal of applications for patents, trademarks, industrial designs and Geographical Indications, as also the protection, enforcement and use of IP rights;
  - e. Cooperate to understand how Traditional Knowledge is protected; including the use of traditional knowledge related databases and awareness raising of existing IP systems.

## 2. Management and Administration:

Negotiation, implementation and co-operation of the Memorandum of Understanding fall under the responsibility of both the parties.

### 3. General Provisions:

- a. Both the parties will carry out research activities, as a follow up to this Memorandum of Understanding. The activities must be carried out in accordance with appropriate laws of India for the time being in force.
- b. Both the parties shall initiate and exchange research facilities and other relevant things required to carry out research projects.

## 4. Intellectual Property:

Both the parties hereby agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MOU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.

5. Amendments: This Memorandum of Understanding may be amended, if required, by mutual agreement between both the parties, formalized by an exchange of letters specifying the date of entry into force.

## 6. Settlement of Disputes:

Any dispute which may arise in connection with the interpretation or enforcement of this Memorandum of Understanding shall be strived to be settled by mutual consultation between both the parties and for the purpose of settlement of dispute the jurisdiction shall be within the limits of Satara.

#### 7. Termination:

Either Party may terminate this Memorandum of Understanding at any time with at least 90 days prior written notice to the other Party. The early termination of this Memorandum



- of Understanding will not affect the completion of any co-operation measures that were agreed under the annual work programs whilst it was in force.
- 8. This MOU shall take effect from the date of its signing and shall be valid for the period of 3 (Three) years from the date on which it came into force.

Signed in Satara on 07 /12/2022 in two original in English language.

For Party of the First Part	Technical Campus, Faculty of Pharmacy,	For Party of the Second Part	IPIS Pune IP Intellect Services, Pune
	Wadhe, Satara Tal & Dist- Satara - 415011.		FILECT IPR SOLUTION
Signature with seal	Gelso	Signature with seal	Proprietor
Designation	Principal  Dr. V. K. Redasani	Designation Name	Founder  Mahesh Jadhav
Name Date	07.12.22	Date	07-12-22 (5714

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Principal
Yashoda Technical Campus
Faculty Of Pharmacy