

যুগহার गुजरात GUJARAT

पा.ता.वि.ल., १४६०२ ॥.२००१ - BP 394081

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Memorandum of Understanding

This Memorandum of Understanding (hereinafter as "The Agreement") is made and entered into as of 11th March, 2019, by and between Raghavendra Institute of Pharmaceutical Education and Research (Autonomous) and Raghavendra Educational Rural Development Society - Centre For Pharmaceutical Research (RERDS – CPR) having a principal place of Academic research unit at Ananthapuramu (Dist) – 515721, Andhra Pradesh, India, herein after referred to as RIPER, RERDS-CPR and Parul Institute of Pharmacy, Parul University, P.O - Limda, Vadodara - 391 760, India; herein after referred to as PIP.

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WHEREAS, both RIPER (RERDS-CPR) and PIP (hereinafter as "The Party" or "The Parties" collectively) desire to collaborate with each other for various academic, scientific and or clinical research studies, projects or proposals.

NOW, therefore, in consideration of the foregoing and mutual promises contained herein, the Party, intending to be legally bound, hereby agree as follows:

ARTICLE 1. PURPOSE

RIPER and PIP shall assist and support each other for conducting various academic, scientific and or clinical research studies, projects or proposals. They shall also engage themselves in bidding for various scientific proposals to the private and public organizations; jointly organize and participate in various seminars or conferences as a single service provider. The geographical coverage is not limited to India but includes all the geographies across the world.

ARTICLE 2. ASSISTANT / SUPPORT

- 2.1 RIPER and PIP shall share the publicly available information about prospective client, study, project or proposals.
- 2.2 The party shall cooperate with each other to negotiate, initiate, and conduct academic and research activities across geographies.
- 2.3 The information of the client for the prospective study, project or proposal shall belong to any of the Party given offering. Both the parties will share the information of the client for the prospective study, project or proposal.
- 2.4 The parties may use their respective infrastructure viz facility, equipments, instruments or manpower.
- 2.5 Each party will be responsible for the work done at their end from their own sources unless funded by external agency.
- 2.6 The plan of work along with its distribution and financial liability if any must be clearly documented and agreed upon by both the parties.
- 2.7 If there is any revenue generation / outcomes from the prospective study, project or proposal, it should be shared by both the parties by mutual agreement and understanding.

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ARTICLE 3. CONFIDENTIALITY & INTELLECTUAL PROPERTY

Each Party shall keep confidential, and not disclose and shall cause its agents and employees not to disclose, to any third person or make any unauthorized use of any technical, economic, financial, marketing or other information received, discern or generated either in writing or orally in connection with this Agreement or the performance hereof. Notwithstanding the foregoing, it is agreed that the Parties may disclose information: (a) if and to the extent required by law or government regulations; and (b) to their legal or other advisers solely for the purpose of obtaining advice in connection with this Agreement and subject to appropriate confidentiality obligations. The obligations imposed by this Article shall survive the termination of this Agreement for five (3) years after such termination, unless such information becomes part of the public domain without any act or omission by it.

RIPER, by virtue of being a research institute, has developed many products and the ownership of the existing products in terms of IP will continue to rest with RIPER, unless additional or new patentable facts are discovered during the course of conducting specific projects in collaboration with PIP.

PIP, by virtue of being a research institute, has developed many products and the ownership of the existing products in terms of IP will continue to rest with PIP, unless additional or new patentable facts are discovered during the course of conducting specific projects in collaboration with RIPER.

ARTICLE 4. DURATION AND TERMINATION

The period of the duration of this Agreement is three (3) years. This agreement shall be considered to enter into another term of 3 years unless the party sends written notice to the other within 30 days before the end of the agreement.

Either Party hereto may terminate this Agreement forthwith by written notice to the other Party, upon the occurrence of any of the following:

- 4.1 If such other Party fails to perform any of its materials obligations under this Agreement and such failure is not solved within 30 days after notice thereof;
- 4.2 If any petition in bankruptcy or for other relief under any law of any jurisdiction, relating to bankruptcy, insolvency, reorganization or relief of debtors should be filed by or against such other party, or if such Party commits an act of bankruptcy or should be adjudicated insolvent, or should a receiver, trustee or similar person be

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appointed with respect to all or a substantial portion of the assets of such other Party;

4.3 If such other Party should be merged into or consolidated with any third party, for the ownership, management or control of such other Party should be in mutual contest in writing before 30 days prior to incorporation of any third party / management.

- 4.4 If any condition or event constituting Force Majeure as provided herein should prevent either Party from fulfilling its obligations for more than one consecutive month; or
- 4.5 If such other Party for any reason discontinues or suspends or any Agreement or contract between Parties and should be terminated.
- 4.6 Both Parties represent that there are no claims, demands or causes of action pending against it or any of its subsidiaries or affiliates that would entitle it to be indemnified under this article and to the best of its knowledge, no such claim, demand or cause of action is threatened.

ARTICLE 5. FORCE MAJEURE

In no event shall either Party be liable to the other Party for any failure or delay in the performance of this Agreement arising directly or indirectly from acts of God, flood, tidal wave, lightning, typhoon, storm, earthquake, plague or other epidemics, war, threat of war, warlike conditions, insurrection, act of terrorism, revolution, fire, explosion wreck, blockade, civil commotion, strikes, lockouts or other labor disputes, riots, boycotting, bankruptcy, shortage or control energy supply or raw materials, unavailability of transport facilities or loading discharging facilities, port congestion, and other restriction by law, regulations, orders or administrative, guidance of governmental authorities, quarantine, embargoes, mobilization, requisition, prohibition of export, refusal of issuing export license or any other statutory, administrative or governmental restriction, or other similar or dissimilar circumstances beyond the reasonable control of such Party, affecting such Party, its agents, ("Force Majeure"), and such Party's time for performance shall be extended for a period not less than the period of the Force Majeure delay. The foregoing provisions shall not apply for any payment obligations of the Parties hereunder.

ARTICLE 6. ADJUSTMENT OF DIFFERENT OPINIONS

Parties shall attempt to settle the unspecified or disputed matters relative to this

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Agreement in good faith through amicable negotiations.

ARTICLE 7. GOOD FAITH NEGOTIATION

Good faith negotiation or in relation to this Agreement through mutual and amicable discussion and good faith negotiation between the parties.

ARTICLE 8. COMPETENT COURT

This agreement shall be governed by and construed in accordance with the laws of India, without regard to the conflict of law principles thereof. The parties agree to submit to the jurisdiction of the principles thereof.

The parties agree to submit to the jurisdiction of the competent court located in Vadodara, Gujarat.

ARTICLE 9. ADMINISTRATION OF INFORMATION MATERIALS

- 9.1 Each Party shall take necessary measures to preserve the records of safekeeping by reproductions and copies in order to avoid any loss or damage or theft or leak of all of information materials including electronic data provided by the other Party.
- 9.2 Each Party shall return all reference materials or information including electronic data provided by the other Party to the other Party immediately upon termination of this Agreement.

ARTICLE 10. LANGUAGE

The governing language of this Agreement shall be English and translation into any other language shall be solely for the convenience of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date written above.

Raghavendra Institute of

Pharmaceutical Education and

Research (RIPER), RERDS-CPR

Principal/ CEO

RIPER, RERDS-CPR

Parul Institute of Pharmacy

Parul University

Registrar

Parul University

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Date 28/01/2015, 11:61 AM

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Ex. Officio Stamp Vendor

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Memorandum of Understanding

This Memorandum of Understanding (hereinafter as "The Agreement") is made and entered into as of 24th August 2022, by and between Raghavendra Institute of Pharmaceutical Education and Research (RIPER) — Autonomous, a Raghavendra Educational Rural Development Society - Centre For Pharmaceutical Research (RERDS - CPR) having a principal place of Academic research unit at Ananthapuramu (Dist) - 515721, Andhra Pradesh, India, hereinafter referred to as RIPER, RERDS-CPR and Parul Institute of Pharmacy, Parul University, P.O - Limda, Vadodara - 391760, India; hereinafter referred to as PIP.

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WHEREAS, both RIPER (RERDS-CPR) and PIP (hereinafter as "The Party" or "The Parties" collectively) desire to collaborate with each other for various academic, scientific, and or clinical research studies, projects, or proposals.

Now, therefore, in consideration of the foregoing and mutual promises contained herein, the Party, intending to be legally bound, hereby agrees as follows:

ARTICLE 1. PURPOSE

RIPER and PIP shall assist and support each other in conducting various academic, scientific, and or clinical research studies, projects, or proposals. They shall also engage themselves in bidding for various scientific proposals to the private and public organizations; jointly organize and participate in various seminars or conferences as a single service provider. The geographical coverage is not limited to India but includes all the geographies across the world.

ARTICLE 2. ASSISTANT / SUPPORT

- RIPER and PIP shall share publicly available information about a prospective client, study, project, or proposals.
- The party shall cooperate with each other to negotiate, initiate, and conduct academic and research activities across geographies.
- The information of the client for the prospective study, project, or proposal shall belong
 to any of the Party-given offerings. Both the parties will share the information of the
 client for the prospective study, project, or proposal.
- The parties may use their respective infrastructure viz facility, equipments, instruments, or manpower.
- Each party will be responsible for the work done at their end from their own sources unless funded by an external agency.
- The plan of work along with its distribution and financial liability if any must be clearly
 documented and agreed upon by both parties.
- If there is any revenue generation/outcomes from the prospective study, project or proposal, it should be shared by both the parties by mutual agreement and understanding.

ARTICLE 3. CONFIDENTIALITY & INTELLECTUAL PROPERTY

Each party shall keep confidential, and not disclose and shall cause its agents and employees not to disclose, to any third person or make any unauthorized use of any technical, economic,

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Page 2 of 5

financial, marketing, or other information received, discern, or generated either in writing or orally in connection with this Agreement or the performance hereof. Notwithstanding the foregoing, it is agreed that the Parties may disclose information: (a) if and to the extent required by law or government regulations; and (b) to their legal or other advisers solely for the purpose of obtaining advice in connection with this Agreement and subject to appropriate confidentiality obligations. The obligations imposed by this Article shall survive the termination of this Agreement for five (5) years after such termination unless such information becomes part of the public domain without any act or omission by it.

RIPER, by virtue of being a research institute, has developed many products, and the ownership of the existing products in terms of IP will continue to rest with RIPER unless additional or new patentable facts are discovered during the course of conducting specific projects in collaboration with PIP.

PIP, by virtue of being a research institute, has developed many products, and the ownership of the existing products in terms of IP will continue to rest with PIP unless additional or new patentable facts are discovered during the course of conducting specific projects in collaboration with RIPER.

ARTICLE 4. DURATION AND TERMINATION

The period of duration of this Agreement is **five (5) years**. This agreement shall be considered to enter into another term of 5 years unless the party sends written notice to the other within 30 days before the end of the agreement.

Either Party hereto may terminate this Agreement forthwith by written notice to the other Party, upon the occurrence of any of the following:

- 4.1 If such other Party fails to perform any of its materials obligations under this Agreement and such failure is not solved within 30 days after notice thereof;
- 4.2 If any petition in bankruptcy or for other relief under any law of any jurisdiction, relating to bankruptcy, insolvency, reorganization, or relief of debtors should be filed by or against such other party, or if such Party commits an act of bankruptcy or should be adjudicated insolvent, or should a receiver, trustee or similar person be appointed with respect to all or a substantial portion of the assets of such other Party;
- 4.3 If such other Party should be merged into or consolidated with any third party, or the ownership, management, or control of such other Party should be in a mutual contest in writing before 30 days prior to incorporation of any third party/management.
- 4.4 If any condition or event constituting Force Majeure as provided herein should prevent either Party from fulfilling its obligations for more than one consecutive month; or

Page 3 of 5

- 4.5 If such other Party for any reason discontinues or suspends any Agreement or contract between Parties and should be terminated.
- 4.6 Both Parties represent that there are no claims, demands, or causes of action pending against it or any of its subsidiaries or affiliates that would entitle it to be indemnified under this article, and to the best of its knowledge, no such claim, demand or cause of action is threatened.

ARTICLE 5. FORCE MAJEURE .

In no event shall either Party be liable to the other Party for any failure or delay in the performance of this Agreement arising directly or indirectly from acts of God, flood, tidal wave, lightning, typhoon, storm, earthquake, plague, or other epidemics, war, the threat of war, warlike conditions, insurrection, act of terrorism. revolution. Fire, explosion wreck, blockade, civil commotion, strikes, lockouts or other labor disputes, riots, boycotting, bankruptcy, shortage or control of energy supply or raw materials, unavailability of transport facilities or loading discharging facilities, port congestion, and other restriction by law, regulations, orders or administrative, the guidance of governmental authorities, quarantine, embargoes, mobilization, requisition, prohibition of export, refusal of issuing an export license or any other statutory, administrative or governmental restriction, or other similar or dissimilar circumstances beyond the reasonable control of such Party, affecting such Party, its agents, ("Force Majeure"), and such Party's time for performance shall be extended for a period not less than the period of the Force Majeure delay. The foregoing provisions shall not apply to any payment obligations of the Parties hereunder.

ARTICLE 6. ADJUSTMENT OF DIFFERENT OPINIONS

Parties shall attempt to settle the unspecified or disputed matters relative to this Agreement in good faith through amicable negotiations.

ARTICLE 7. GOOD FAITH NEGOTIATION

Good faith negotiation or in relation to this Agreement through mutual and amicable discussion and good faith negotiation between the parties.

ARTICLE 8. COMPETENT COURT

This agreement shall be governed by and construed in accordance with the laws of India, without regard to the conflict of law principles thereof. The parties agree to submit to the jurisdiction of the principles thereof.

The parties agree to submit to the jurisdiction of the competent court located in Vadodara, Am Amy
(Page 4 of 5 Gujarat.

ARTICLE 9. ADMINISTRATION OF INFORMATION MATERIALS

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ARTICLE 10. LANGUAGE

The governing language of this Agreement shall be English and translation into any other language shall be solely for the convenience of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date written above.

Raghavendra Institute of

Pharmaceutical Education and

Research (RIPER), RERDS-CPR

Principal / CEO

Dr. Y. Padmanabha Reddy Principal

achavendra Institute of Pharmaceutical Education and Research GHIYYEDU - 515 721. Anantapuramu (A.P.)

Dr. Vijay R. Chidrawar

Divertor, Research and Development Raghavendra Institute of Pharmaceutical

Education and Research (RIPER)

K.R.Palli Cross, Chiyyedu (Post),

Ananthapuramu-515721. AP, India

Dr. V. Uma Maheshwara Rao

Director of Academic Cell Raghavendra Institute of Phatmaceutica Education and Research CHIYYEDU - 515 721. Anantapuramu (A.P.) Parul Institute of Pharmacy

Parul University

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REGISTRAR PARUL UNIVERSITY

Gujarat State

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PRINCIPAL

PARUL INSTITUTE OF PHARMACY

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Principal/ CEO

RIPER, RERDS-CPR

Parul Institute of Pharmacy

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Registra

Parul University

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GANPAT R. BARIA NOTARY (Govt. of Gujarat) INDIA

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Parul University

Established & Incorporated Under Gujarat Private Universities (Second Amendment) Act, 2015 (Guj. Act No. 7 of 2015)

11/03/2019

To.

Dr. M.V.N.L.Chaitanya

Associate Professor

Raghvendra Institute of Pharmaceutical Education & Research

Anantapur, Andhra Pradesh.

Dear Dr. M.V.N.L.Chaitanya,

Greetings from Parul Institute of Pharmacy!

We take this opportunity to thank you for having enthusiastic and revealing interactive session with our faculty members. We are sure it will be value addition to their knowledge.

Thank you once again.

Prof. (Dr.) Abhay Dharamsi

Dean, Faculty of Pharmacy

Principal
Parul Institute of Pharmacy

Parul Institute of Pharmacy Faculty of Pharmacy



Parul University

Established & Incorporated Under Gujarat Private Universities (Second Amendment) Act, 2015 (Guj. Act No. 7 of 2015)

11/03/2019

To.

Dr. P. Ramalingam

Professor & Director (R&D)

Raghvendra Institute of Pharmaceutical Education & Research

Anantapur, Andhra Pradesh.

Dear Dr. P. Ramalingam,

Greetings from Parul Institute of Pharmacy!

We take this opportunity to thank you for having spared your valuable time and sharing your experience on various aspects of research with our faculty members. We are sure it will be value addition to their knowledge.

Thank you once again.

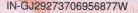
Prof. (Dr.) Abhay Dharamsi

Dean, Faculty of Pharmacy

Princip...!
Parul Institute of Pharmacy

Parul Institute of Pharmacy Faculty of Pharmacy







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SHAILESH P VANKAR

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ATNEX SPORTS AND PERFORMANCE STUDIO

PARUL INSTITUTE OF PHYSIOTHERAPY PU

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- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

PARUL INSTITUTE OF PHYSIOTHERAPY, PARUL UNIVERSITY

AND

ATNEX SPORTS AND PERFORMANCE STUDIO



MEMORANDUM OF UNDERSTANDING

PARUL INSTITUTE OF PHYSIOTHERAPY, PARUL UNIVERSITY

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ATNEX SPORTS AND PERFORMANCE STUDIO

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between the FACULTY OF PHYSIOTHERAPY, PARUL UNIVERSITY, and ATNEX SPORTS AND PERFORMANCE STUDIO, for enhancing the relationship between Industry & Academia without any prejudice to prevailing rules and regulations in PARUL INSTITUTE OF PHYSIOTHERAPY, PARUL UNIVERSITY and ATNEX SPORTS AND PERFORMANCE STUDIO. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

The PARUL INSTITUTE OF PHYSIOTHERAPY, PARUL UNIVERSITY, and ATNEX SPORTS AND PERFORMANCE STUDIO shall encourage interactions between the Employees of the Organization, faculty members, and students of both organizations through the following arrangements.

- a) Practical training of students of the FACULTY OF PHYSIOTHERAPY, PARUL UNIVERSITY at ATNEX SPORTS AND PERFORMANCE STUDIO.
- b) Joint guidance of student projects/thesis in specific areas of the subject domain by ATNEX SPORTS AND PERFORMANCE STUDIO on mutually agreeable terms. Only for guidance.
- c) ATNEX SPORTS AND PERFORMANCE STUDIO may depute its personnel as visiting faculty at the FACULTY OF PHYSIOTHERAPY, PARUL UNIVERSITY to teach any specialized topics or keep Expert sessions at regular intervals.
- d) ATNEX SPORTS AND PERFORMANCE STUDIO personnel, as well as research scholars, may also be allowed to enroll for their Ph.D. (Research) at PARUL UNIVERSITY, subject to availability of seats, research facilities, subject to their fulfilling eligibility criteria and all other academic regulations of PARUL UNIVERSITY. Further, the ATNEX SPORTS AND PERFORMANCE STUDIO may request to design and teach a Course which it deems fit to enhance the quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- e) ATNEX SPORTS AND PERFORMANCE STUDIO may seek assistance/guidance of PARUL INSTITUTE OF PHYSIOTHERAPY, PARUL UNIVERSITY faculty member/s in product/process modification, modernization, trouble shooting, etc or impart training of soft skills/hard skills to the industry's employees.
- f) Would allow the industrial visits of students of FACULTY OF PHYSIOTHERAPY for half/full day to provide them with an exposure to various equipment, instrument, and Rehabilitation.
- g) ATNEX SPORTS AND PERFORMANCE STUDIO may showcase its business activities at the seminar/workshop/conference, etc. at PARUL UNIVERSITY.
- h) Organization of joint conferences and seminars.

ATNEX SPORTS AND PERFORMANCE STUDIO will be providing exclusive Internship training, Yearly expert sessions, Departmental visit, Campus drive for FACULTY OF PHYSIOTHERAPY, PARUL UNIVERSITY students in various departments of ATNEX SPORTS AND PERFORMANCE STUDIO as per the MOU signed.

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A TRATE A DIRECTOR DE SENSO D

 ATNEX SPORTS AND PERPORMANCE STUDIO may decute its personnel as visiting faceles as the FACULTY OF PRESIDE EARLY, PAROLL ERREVIERSHYS

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10 Organization of joint conferences and seminars.

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ICLE-III: EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 5 years from the effective date.
- c) Any clause or article of the MOU may be modified or amended by mutual agreement of ATNEX SPORTS AND PERFORMANCE STUDIO and PARUL UNIVERSITY.
- d) No Financial aspects are to be covered in this agreement.
- e) All above mentioned activities will come into action only after the prior permission from both the ends as and when required.

ARTICLE-IV: CONFIDENTIALITY

During the tenure of the MOU both FACULTY OF PHYSIOTHERAPY, PARUL UNIVERSITY and ATNEX SPORTS AND PERFORMANCE STUDIO, will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this.

Date: 15th Feb, 2024
Place: Pune

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Time 15th Ceb, 2024

Place! LUNC

IN WITNESS, WHEREOF THE PARTIES HERE TO HAVE BY THEIR DULY AUTHORIZED REPRESENTATIVES EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

ATNEX Sports and Performance Studio
In Pune, Maharashtra

for Parul Institute of Physiotherapy

Tranil. Tackow.

CEO

Parul Institute of Physiotherapy

ATNEX Sports and Performance Studio
Pune, Maharashtra

Prof. Manish Pandya Registrar, Parul University

Witnessed by:

1. Sava Anwar

1. Dr. Chaitali Shah

2.

2. Dr. Dharmang Vyas

RAVJIEHAI U. PARMA

NOTARY (Govt, of Gujarat)





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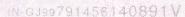
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MEMORANDUM OF UNDERSTANDING

BETWEEN

SCHOOL OF PHARMACY, PARUL UNIVERSITY

AND

CALLIDUS RESEARCH LABORATORIES PVT LTD.





REGISTRAR PARUL UNIVERSITY



ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between SCHOOL OF PHARMACY, PARUL UNIVERSITY and CALLIDUS RESEARCH LABORATORIES PVT LTD., for enhancing the relationship between Industry & Academia without any prejudice to prevailing rules and regulations in PARUL UNIVERSITY and CALLIDUS RESEARCH LABORATORIES PVT LTD. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both SCHOOL OF PHARMACY, PARUL UNIVERSITY and CALLIDUS RESEARCH LABORATORIES PVT LTD., shall encourage interactions between the Employees of Organization, faculty members and students of both the organizations through the following arrangements.

- a) Organization of joint conferences and seminars.
- b) Practical training of SCHOOL OF PHARMACY, PARUL UNIVERSITY students at CALLIDUS RESEARCH LABORATORIES PVT LTD.
- c) Joint guidance of student projects/thesis in specific areas of the subject domain by CALLIDUS RESEARCH LABORATORIES PVT LTD., on mutually agreeable terms.
- d) CALLIDUS RESEARCH LABORATORIES PVT LTD., may depute its personnel as visiting faculty at SCHOOL OF PHARMACY, PARUL UNIVERSITY to teach any of the regular Course or specialized topics or keep Expert sessions at regular intervals.
- e) CALLIDUS RESEARCH LABORATORIES PVT LTD., personnel, as well as research scholars, may also be allowed to enrol for their Ph.D./M.Tech. (Research) at SCHOOL OF PHARMACY, PARUL UNIVERSITY, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of PARUL UNIVERSITY. Further, CALLIDUS RESEARCH LABORATORIES PVT LTD., may request to designive.

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REGISTRAR
PARUL UNIVERSIT

Gujarat State

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- and teach a Course which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- f) CALLIDUS RESEARCH LABORATORIES PVT LTD., may seek assistance/guidance of SCHOOL OF PHARMACY, PARUL UNIVERSITY faculty member/s in product/process modification, modernization, trouble shooting, etc or impart training of soft skills/hard skills to the Industry's employees.
- g) CALLIDUS RESEARCH LABORATORIES PVT LTD., would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) CALLIDUS RESEARCH LABORATORIES PVT LTD., may showcase its business activities at the seminar/workshop/conference, etc. at SCHOOL OF PHARMACY, PARUL UNIVERSITY.
- i) CALLIDUS RESEARCH LABORATORIES PVT LTD., may avail library, Internet, computational facilities at SCHOOL OF PHARMACY, PARUL UNIVERSITY.

ARTICLE-III: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) Any clause or article of the MOU may be modified or amended by mutual agreement of CALLIDUS RESEARCH LABORATORIES PVT LTD., and SCHOOL OF PHARMACY, PARUL UNIVERSITY.
- d) No **Financial** aspects are to be covered in this agreement. However, financial involvement, if any, may be agreed upon by mutual consent.

e) All above mentioned activities will come into action only after the upwing

permission from both the ends as and when required.

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ARTICLE-IV: CONFIDENTIALITY

During the tenure of the MOU both SCHOOL OF PHARMACY, PARUL UNIVERSITY and CALLIDUS RESEARCH LABORATORIES PVT LTD., will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this.

Authorized Signature

Registrar

Parul University

PARUL UNIVERSITY

Gujarat State India

Authorized Signature

Director

CALLIDUS RESEARCH

LABORATORIES PVT LTD.





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MEMORANDUM OF UNDERSTANDING

CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY

PARUL INSTITUTE OF HOMOGOPATHY AND RESEARCH, VADODARA,









MEMORANDUM OF UNDERSTANDING

Between

CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY, NEW DELHI

And

PARUL INSTITUTE OF HOMOEOPATHY AND RESEARCH, VADODARA

This memorandum of understanding (MoU) is entered into and executed on, April 10, 2023 between CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY, NEW DELHI, a society registered under the Societies Registration Act 1860, having its registered office at, Jawahar Lal Nehru Bhartiya Chikitsa Avum Homoeopathy Anusandhan Bhawan, 61-65, Institutional Area, Opp. D-Block, Janakpuri, New Delhi – 110058 (hereinafter referred to as 'CCRH') as the context permits through its Director General.

CCRH, through its network of Institutes/Units across the country, has been conducting various kinds of research on scientific lines in the field of Homoeopathy since 1978. The Council is engaged in conducting and promoting research in various areas of Homoeopathy through its 27 Institutes/Units as well as disseminating the findings to the scientific community and public at large. The Council's work coincides with National health priorities to generate scientific evidence by conducting research intramurally or by collaborating with various scientific institutions & academia with common areas of interest.

CCRH, under its recent initiative of 'Linking Research with Education' aims to support the development of the research environment in homoeopathic colleges, provide impetus to the involvement of faculty and students of colleges in research by inculcating research aptitude amongst them through capacity building trainings etc.

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09/64/2023

AND

Whereas, PARUL INSTITUTE OF HOMOEOPATHY AND RESEARCH (hereinafter referred to as 'PIHR') located at Vadodara, P.O. Limda, Tal. Waghodia, Dist. Vadodara, – 391760, Gujarat, is an academic institution approved by NCH offering 100 seats for BHMS degree. It is a constituent college of Parul University. Parul Institute of Homoeopathy and Research Hospital (PIHRH) is the 49-bed specialist homoeopathic hospital affiliated with PIHR. Since December 2018, the hospital has maintained NABH Accreditation. The institute is constantly working to improve the culture of research.

AND

Whereas, both parties viz. CCRH and PIHR realize that in the current context, working together is important to promote science using facilities and expertise at both organisations. Therefore, both parties are agreeable to entering in an MoU for working and cooperating with each other and using their respective expertise, knowledge, and resources for mutual benefit.

Purpose

To provide impetus to research environment in colleges through guidance and capacity building research training.

Article I: Principles of Cooperation

CCRH and PIHR agree to develop their academic/research links, in the field of Homoeopathy, under the principles of mutual understanding and common interest, mutually complementing other activities. Objectives of cooperation shall be:

- 1. To promote institutional and individual contact among scientists/ faculty of both institutions.
- 2. To encourage the development of a research environment in colleges through guidance & research training to students/ faculty.
- 3. To provide opportunities for scientists/ faculty to make optimal use of the expertise and facilities available in both organizations through training, exchange of thoughts and ideas by brainstorming sessions/seminars/workshops and meetings etc.
- 4. To encourage any other activities that both institutions agree upon for mutual benefit.

In case of any identified joint research project envisaged to be taken up in collaborative mode between the 02 organizations, a separate MoU reflecting the modalities of collaboration, details of the study team, mutual responsibilities, financial agreements, sharing of IPR etc. shall be signed.



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Article II. Responsibilities of CCRH and PIHR

Both parties have agreed to the following terms regarding their mutual and separate responsibilities:

CCRH shall provide resource persons and bear the expenses towards their travel to the college (TA/DA), if applicable, for training/ workshops/ meetings etc.

PIHR shall provide space and organise the trainings, workshops, interactive meetings at their own expense and bear any expenditure towards logistic arrangements for the same. Any certificate for such trainings/ workshop if issued shall be the responsibility of the college only.

College, if interested, may send their students/ interns to visit the nearby CCRH Institute/ Unit for clinical exposure in batches of 5-10 after sending a request to CCRH for prior approval. CCRH shall however not be responsible for expenses towards their travel/stay/ food during this visit. Students visiting the OPD at the CCRH Institute/ Unit shall not be allowed to use any clinical/ patient data for any purpose.

* Article III. Duration and Termination of the MoU

- 1. This MoU is effective from the date of signatures by the authorities of CCRH and PIHR and shall be valid from the date of execution by the Parties and shall remain in effect initially for FIVE YEARS, and thereafter can be renewed on mutual consent.
- 2. The MoU may be amended at any time by written mutual consent of both parties.
- 3. This MoU may be terminated by either party by the provision of written notice of termination not less than six months prior to the desired termination date.
- 4. The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to by either party prior to the termination date.
- 5. In event of any disputes arising between the parties here, it shall be the endeavour of both parties to first make an attempt to resolve the dispute amicably by mutual discussion and deliberation, failing which the dispute shall be referred to Arbitration. The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator, to be appointed mutually by both parties. The Jurisdiction of Arbitration shall be Delhi. The language of Arbitration shall be English. The Award of the Tribunal shall be final and binding on both parties.

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Article IV- Miscellaneous

- 1. If any provision of this MoU is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this Memorandum shall continue to be valid as to the other provisions therefore and the remainder of the affected provision.
- The parties agree to comply with all laws applicable within the jurisdiction of the signatories below In the witness whereof, parties hereto have signed this agreement on the day, month and year mentioned herein before, in original, in English language.

For and behalf of Central Council for Research in Homoeopathy, New Delhi For and behalf of Parul Institute of Homocopathy And Research, Vadodara

Name: Dr Subhash Kaushik

. Name:

DR BIBHU IRASAD PANDA

Designation: Director General

Designation:

PRINCIPAL

Date:

Date:

y.04.2022 New Delhi Znm

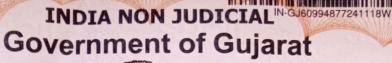
Place:

CCRH HEADQURTER, NEW DELHI

Witness: DR. POORAY DESAI

डॉ. सुपाय कांशिक / Dr. Subhash Kaushik महानिदेशक / Director General केन्द्रीय होम्योपैथी अनुसंघान परिषद Central Council for Research in Homeopathy (आयुष मंत्रालय, भारत सरकार) : (Ministry of AYUSH, Govt. of India) 61-65, संस्थानत क्षेत्र, 'दी' स्नाक के सागने प्यनकपुरी, नई दिल्ली-110058 61-65, Institutional Area Opp. 'D' Block, Janakpurl, New Dehi-110058

Principal Parul Institute of Homoeopathy & Research Iswarpura, Limda, Vadodara-391760.





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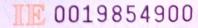
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into at Parul University, Vadodara, Gujarat this 3rd day of April 2024.

BY AND BETWEEN

Parul University having its registered office at Parul Arogya Seva Mandal, Waghodia main road, Waghodia Industrial area, Vadodara- 391760, Gujrat (hereinafter referred to as "**University**" which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of Second Part.

AND

DR. BATRA'S POSITIVE HEALTH CLINIC PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at 2nd floor, H Kantilal compound, Andheri Kurla road, Saki Naka, Andheri (East), Mumbai 400072 (hereinafter referred to as "DBPHC", which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of One Part;

University and DBPHC shall hereinafter be referred to individually as the 'Party' and collectively as the "Parties".

WHEREAS

Parties are signing this MOU to incorporate a basic intention and understanding between the Parties.

PARTIES AGREE AS FOLLOWS:

- 1. PRINCIPAL UNDERSTANDING
- A. INTRODUCING CERTIFICATE COURSES
- (i) <u>Academy courses</u>: DBPHC through Dr. Batra's Academy shall introduce certificate courses. Any candidate with BHMS minimum qualification shall be admitted. The courses to be introduced shall be as under:
 - ✓ 6 month certificate course in Homeopathic Cosmetology
 - ✓ 6 month certificate course in Homeopathic Dermatology
 - ✓ 6 month certificate course in Homeopathic Oncology
 - ✓ 6 month certificate course in Homeopathic management of allergies and respiratory diseases

Page 1|5

- ✓ 6 month certificate course in Homeopathic management of renal diseases
- ✓ 6 month certificate course in Homeopathic management of hepato- biliary diseases
- (ii) Course Fee: The course fee for each course will be Rs.50,000 without GST. Parul University will retain 60% of the course fee collected, while DBPHC will retain 40%. All expenses related to the course will be borne by Parul University.
- (iii) <u>Marketing</u>: Parul University shall be responsible to market/ advertise the Certificate Courses.
- (iv) Course commencement: The certificate courses shall commence from April 2024 anytime during the entire year, the preferably batch size shall be 25 candidates.
- (v) <u>Invoicing and payment</u>: Upon completion of admission of each course, DBPHC will raise invoice for payments.

2. Mode of Delivery: Parul University and DBPHC

- 2.1 The University confirms to invite the empanelled Doctors of Dr. Batra's Positive Health Clinic Pvt. Ltd. as Guest Lecturers to impart knowledge to college students on topics in the field of Homeopathy and other related topics. Remuneration to the faculties will be Rs.5000 for 2 hours session.
- 2.2 University will undertake three day hands-on training for the course students. The remuneration for practical hands-on for the whole day would be Rs. 10000. Total for 3 days will be 30000/-
- 2.3 University will also conduct theory and viva voce exams at the end of the academic year.
- 2.4 Course will be provided both in offline and online mode. Offline lectures and
 - 3-day workshop will be organised by University and online lectures will be conducted by Dr. Batra's Academy.
- 2.5 <u>Course Syllabus and material</u>: Soft copy of syllabus and course related material will be jointly decided by DBPHC and University.

3. OBLIGATION OF DBPHC

- 3.1 Upon successful completion of course, students will be getting a chance to work at DBPHC, subject to availability/ vacancy at DBPHC.
- 3.2 Ensure that the empanelled doctors of DBPHC conduct online lectures for the course.

4. INTELLECTUAL PROPERTY RIGHTS

Nothing in this MOU shall constitute or be construed as the acquisition of any legal or moral right by either Party to the Intellectual Property of the other Party and the Parties undertakes, declares and acknowledges that the ownership and title to the Intellectual Property of the Parties shall remain vested with the respective Parties and neither Party shall have right, title or interest therein. The parties agree that they have no rights, title or interest in any of the intellectual property dealt by the other party in any capacity and is only entitled to the use of the same strictly/expressly as provided in this MOU. The parties shall not commit any act and/or omission which may cause an infringement to the other Party's Intellectual Property Rights. It shall be the responsibility of the parties to ensure that none of its employees, agents or representatives causes any infringement of the rights of the other party.

5. TERM OF THIS MOU

- 5.1 The Term of this MOU is for a period of 2 years commencing from execution of this agreement.
- 5.2 Either party shall be entitled to terminate this MOU by giving 30 days' notice to other party. However, the obligations as mentioned in this MOU shall survive till their completion, post termination of this MOU.
- 5.3 This MOU or its renewal and actions taken under it may be reviewed from time to time.
- 5.4 Modifications may be made by mutual agreement and any amendment or extension to this MOU may be formalized by exchange of written letters between the two parties.
- 5.5 Any modification and / or extension only in writing and signed by both parties would be treated as an integral part of this MOU.

6. REPRESENTATION AND WARRANTIES

- 6.1 Parties hereby represent and warrant that:
 - (a) They have full right, power and authority to enter into this MOU and perform its obligations hereunder.
 - (b) The obligations, performance of this MOU does not conflict with or result in a breach or other violation of any agreement or third party obligation by which it is bound.
 - (c) Each Party will comply with all applicable laws in its performance of this MOU.

7. FORCE MAJEURE

7.1 Both Parties shall be released from their respective obligations under this MOU, to the extent that performance of such obligations are prevented, hindered or delayed on account of any event, cause or circumstances not reasonably within the control of the affected Party, each such event, cause or circumstance shall be referred to as Force Majeure Event.

8. CONFIDENTIALITY

8.1 During and subsequent to the expiry/ termination of this MOU, both Parties shall hold each other's confidential information in strict confidence and not disclose the same to any third party.

'Confidential Information' shall mean any data, information, drawing or document including but not limited to the terms of this MOU, Course, financial structure of the Course offered, business information etc, which shall be held in strict confidentiality by the Parties.

9. **MISCELLENEOUS**

- 9.1 In case of dispute, it will be solved by mutual understanding.
- 9.2 Entire MOU: This MOU sets forth the entire understanding and supersedes any and all prior oral or written MOUs or understandings between the parties as to the subject matter and may be changed only by a subsequent MOU in writing signed by both parties.
- 9.3 <u>Severability:</u> If any portion of this MOU is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this MOU.
- 9.4 Notices: Any notice required to be delivered hereunder will be deemed to be delivered if sent at the address of this MOU.
- 9.5 <u>Assignment:</u> No Party shall have the right to assign or transfer any of its rights or obligations hereunder.

SIGNED AND DELIVERED BY

For DR BATRA'S ACADEMY For Parul University (A unit of Dr Batra's Positive Health Clinic Private Limited) Namita Director Correction (C.) Dr. Samir Chaukkar Dean Centre for Distance and Online Education Witness - 1 Witness - 1 MS. ANUSHKA. BUDHWARKAR. Dr PODRAV DESAL DEAP, FACULTY OF HOMOEOPATHY LEGAL DEPARTMENT Witness - 2 Witness - 2 D.R. BABITA CHAUBE DIRECTOR- ACADEMICS PARUL UNIVERSHY









Regd No. 199, Date 28/162/1202

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Certificate of Stamp Duty

Certificate No. IN-GJ38319928419562W

Certificate Issued Date : 28-Feb-2024 03:35 PM

Account Reference : IMPACC (AC)/ gj13230511/ BARODA/ GJ-BA

Unique Doc. Reference : SUBIN-GJGJ1323051198235668477526W

Purchased by : Dr DEVANSHU J PATEL

Description of Document : Article 4 Affidavit

Description : Not Applicable

Consideration Price (Rs.) : 0 (Zero)

First Party : Dr DEVANSHU J PATEL

Second Party : Not Applicable

Stamp Duty Paid By : Dr DEVANSHU J PATEL

Stamp Duty Amount(Rs.) : 100

(One Hundred only)





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- The contents of this e-stamp certificate can be verified at <u>www.shcilestamp.com</u>, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at <u>www.stockholding.com</u>).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

<u> स्</u>यना

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો <u>www.shcilestamp.com</u> દ્વારા <u>અથવા</u> સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન <u>અથવા</u> સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો <u>www.stockholding.com</u> પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પુમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.





MEMORANDUM OF UNDERSTANDING

Between



Parul University,

P.O - Limda, Vadodara - 391 760, India.

(Constituent Colleges: Jawaharlal Nehru Homeopathic Medical College (JNHMC), Parul Institute of Homoeopathy and Research (PIHR), Ahmedabad Homeopathic Medical College (AHMC) and Rajkot Homoeopathic Medical College (RHMC)

AND

HOMOEOPATHY UNIVERSITY, JAIPUR

(Constituent College: DR MADAN PRATAP KHUNTETA HOMOEOPATHIC MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE, JAIPUR)

This Memorandum of Understanding (MoU) made and executed at. Parul University Maladamon 2021 2024

Between

PARUL UNIVERSITY, VADODARA, GUJRAT State its constituent colleges, Jawaharlal Nehru Homeopathic Medical College (herein after referred to as JNHMC), Parul Institute of Homoeopathy and Research (herein after referred to as PIHR), Ahmedabad Homeopathic Medical College (herein after referred to as AHMC) and Rajkot Homoeopathic Medical College (herein after referred to as RHMC) having its main campus and administrative office at P.O - Limda, Vadodara - 391 760, India, through its authorized signatory Prof. Manish M Pandya, Registrar, Parul University, Vadodra, which expression shall, unless it is repugnant to the subject or context thereof, include its successors, executors, administrators, assignees and / or nominees of First part.

And

HOMOEOPATHY UNIVERSITY, JAIPUR Its constituent college: DR MADAN PRATAP KUNTETA HOMOEPATHIC MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE, JAIPUR (herein after referred to as Dr MPKHMC, JAIPUR) (Est. vide Homoeopathy University Act no. 6 of 2010 of Govt.of Raj, as per Section of 2(f) of UGC) main campus and administrative office at Saipura, Sanganer, Jaipur, Rajasthan, India, through its authorized signatory Dr Abhishek Dalmia, Deput Registrar, Homoeopathy University, Saipura, Jaipur which expression shall, unless it is repugnant to the subject or context there of, include its successors, executors, administrators, assignees and/or nominees of Second part.

WHEREAS, on behalf of both the Universities their constituent college MPKHMC and JNHMC, PIHR, AHMC, RHMC (hereinafter as "The Party" or "The Parties"

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collectively) desire to collaborate with each other for various academic, scientific, and or clinical research studies, projects or proposals.

NOW, therefore, in consideration of the foregoing and mutual promises contained herein, the Party, intending to be legally bound, hereby agree as follows:

ARTICLE 1. PURPOSE

MPKHMC and JNHMC, PIHR, AHMC, RHMC shall assist and support each other for conducting various academic, scientific and or clinical research studies, projects or proposals. They shall also engage themselves in bidding for various scientific proposals to the private and public organizations; jointly organize and participate in various seminars or conferences as a single service provider. The geographical coverage is not limited to India but includes all the geographies across the world.

ARTICLE 2. ASSISTANT / SUPPORT

- 2.1 MPKHMC and JNHMC, PIHR, AHMC, RHMC shall share publicly available information about prospective clients, studies, projects or proposals.
- 2.2 The parties shall cooperate with each other to negotiate, initiate, and conduct academic and research activities across geographies.
- 2.3 The information of the client for the prospective study, project or proposal shall belong to any of the Party given offerings. Both parties will share the information of the client for the prospective study, project or proposal.
- 2.4 The parties may use their respective infrastructure viz facility, equipment, instruments or manpower.
- 2.5 Each party will be responsible for the work done at their end from their own sources unless funded by external agency.

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2.6 The plan of work along with its distribution and financial liability if any must be clearly documented and agreed upon by both the parties.

2.7 If there is any revenue generation / outcomes from the prospective study, project or proposal, it should be shared by both the parties by mutual agreement and understanding.

ARTICLE 3. CONFIDENTIALITY & INTELLECTUAL PROPERTY

Each Party shall keep confidential, and not disclose and shall cause its agents and employees not to disclose, to any third person or make any unauthorized use of any technical, economic, financial, marketing or other information received, discern or generated either in writing or orally in connection with this Agreement or the performance hereof. Notwithstanding the foregoing, it is agreed that the Parties may disclose information: (a) if and to the extent required by law or government regulations; and (b) to their legal or other advisers solely for the purpose of obtaining advice in connection with this Agreement and subject to appropriate confidentiality obligations. The obligations imposed by this Article shall survive the termination of this Agreement for five (5) years after such termination, unless such information becomes part of the public domain without any act or omission by it.

ARTICLE 4. DURATION AND TERMINATION

The period of the duration of this Agreement is five (5) years. This agreement shall be considered to enter into another term of 5 years unless the party sends written notice to the other within 30 days before the end of the agreement.

Either Party hereto may terminate this Agreement forthwith by written notice to the other Party, upon the occurrence of any of the following:

4.1 If such other Party fails to perform any of its materials obligations under this Agreement and such failure is not solved within 30 days after notice thereof;

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- 4.2 If any petition in bankruptcy or for other relief under any law of any jurisdiction, relating to bankruptcy, insolvency, reorganization or relief of debtors should be filed by or against such other party, or if such Party commits an act of bankruptcy or should be adjudicated insolvent, or should a receiver, trustee or similar person be appointed with respect to all or a substantial portion of the assets of such other Party;
- 4.3 If such other Party should be merged into or consolidated with any third party, or the ownership, management or control of such other Party should be in mutual contest in writing before 30 days prior to incorporation of any third party / management.
- 4.4 If any condition or event constituting Force Majeure as provided herein should prevent either Party from fulfilling its obligations for more than one consecutive month; or
- 4.5 If such other Party for any reason discontinues or suspends or any Agreement or contract between Parties and should be terminated.
- 4.6 Both Parties represent that there are no claims, demands or causes of action pending against it or any of its subsidiaries or affiliates that would entitle it to be indemnified under this article and to the best of its knowledge, no such claim, demand or cause of action is threatened.

ARTICLE 5. FORCE MAJEURE

In no event shall either Party be liable to the other Party for any failure or delay in the performance of this Agreement arising directly or indirectly from acts of God, flood, tidal wave, lightning, typhoon, storm, earthquake, plague or other epidemics, war, threat of war, warlike conditions, insurrection, act of terrorism, revolution, fire, explosion wreck, blockade, civil commotion, strikes, lockouts or other labor disputes, riots, boycotting, bankruptcy, shortage or control energy supply or raw materials,

unavailability of transport facilities or loading discharging facilities, port congestion, and other restriction by law, regulations, orders or administrative, guidance of governmental

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authorities, quarantine, embargoes, mobilization, requisition, prohibition of export, refusal of issuing export license or any other statutory, administrative or governmental restriction, or other similar or dissimilar circumstances beyond the reasonable control of such Party, affecting such Party, its agents, ("Force Majeure"), and such Party's time for performance shall be extended for a period not less than the period of the Force Majeure delay. The foregoing provisions shall not apply for any payment obligations of the

Parties hereunder.

ARTICLE 6. ADJUSTMENT OF DIFFERENT OPINIONS

Parties shall attempt to settle the unspecified or disputed matters relative to this Agreement in good faith through amicable negotiations.

ARTICLE 7. GOOD FAITH NEGOTIATION

Good faith negotiation or in relation to this Agreement through mutual and amicable discussion and good faith negotiation between the parties.

ARTICLE 8. COMPETENT COURT

This agreement shall be governed by and construed in accordance with the laws of India, without regard to the conflict of law principles thereof. The parties agree to submit to the jurisdiction of the principles thereof.

The parties agree to submit to the jurisdiction of the competent court located in Vadodara, Gujarat.

ARTICLE 9. ADMINISTRATION OF INFORMATION MATERIALS

9.1 Each Party shall take necessary measures to preserve the records of safekeeping by reproductions and copies in order to avoid any loss or damage or theft or leak of all of information materials including electronic data provided by the other Party.

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9.2 Each Party shall return all reference materials or information including electronic data provided by the other Party to the other Party immediately upon termination of this Agreement.

ARTICLE 10. LANGUAGE

The governing language of this Agreement shall be English and translation into any other language shall be solely for the convenience of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date written above.

Homoeopathy University

Parul University

Witness:

1. Signature

Name: Amir YEDIA

Designation:

2. Signature

Name: Dr. Gause

Designation: Principa

Witness:

1. Signature

Name: De Poosar Dolal

Designation: Doern Foth G.U.

2. Signature

Name: D. P. Panda

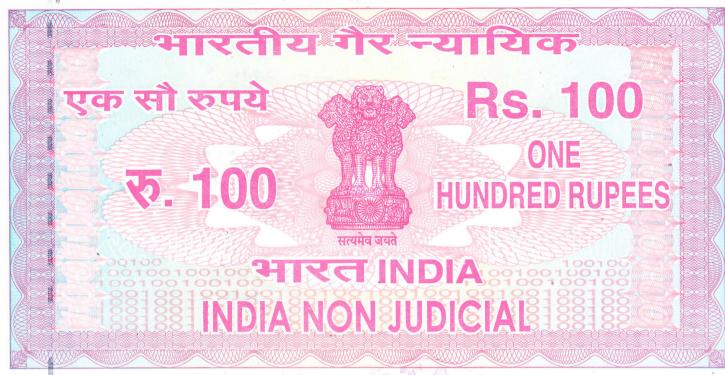
Designation: Poincept Parul Inshible of Homospathy

and Research

ATTESTED

RAJESH B. PANCHOLI NOTARY 'Govt. of India





राजस्थान RAJASTHAN



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MEMORANDUM OF UNDERSTANDING

Between

Dr. Sarvepalli Radhakrishnan Rajasthan Ayurved UniversityJodhpur, Rajasthan, India

AND

Parul University, Vadodara, Gujarat, India



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Between

Dr. SARVEPALLI RADHAKRISHNAN RAJASTHAN AYURVED UNIVERSITY, JODHPUR State University established by the Rajasthan Ayurved University Act, 2002(Act no. 15 of 2002) having its main campus and administrative office at Nagaur Road, Karwar, Jodhpur, Rajasthan, India , having its two constituent colleges University College Of Homoeopathy, Jodhpur and University College of Homoeopathy, Kekri and through its authorized signatory Mrs. Seema Kavia, Registrar, Dr Sarvepalli Radhakrishnan Rajasthan Ayurved University, Jodhpur, which expression shall, unless it is repugnant to the subject or context thereof, include its successors, executors, administrators, assignees and / or nominees of First part.

And

Parul University, Vadodara, Gujarat is NAAC A++ accredited in the first cycle having main campus and administrative office at State Highway 158, PO Limda, Taluka, Waghodia, Gujarat, India, having four constituent colleges namely Jawaharlal Nehru Homoeopathic Medical College, Parul Institute of Homoeopathy and Research, Ahmedabad Homoeopathic Medical College and Rajkot Homoeopathic Medical College through its authorized signatory Prof. Manish M Pandya, Registrar, Parul University, Vadodara, Gujarat which expression shall, unless it is repugnant to the subject or context thereof, include its successors, executors, administrators, assignees and / or nominees of Second part.

Both Dr. Sarvepalli Radhakrishnan Rajasthan Ayurved University, Jodhpur and Parul University, Vadodara shall be individually be referred to as "Party" and collectively as "Parties".

Whereas

Dr. Sarvepalli Radhakrishnan Rajasthan Ayurved University, Karwad, Jodhpur, Rajasthan,

NOTARY, JODHPUR

under both the constituent colleges University College of Homoeopathy, Jodhpur & University College of Homoeopathy, Kekri offers degree course in the field of Homoeopathy i.e. Bachelor of Homoeopathic Medicine and Surgery (B.H.M.S.) with intake capacity of 75 seats and functions as in autonomous body under Government of Rajasthan. UCH, Jodhpur & Kekri has fully functional hospital with all modern medical facilities in its OPD & IPD offering safe, cost efficacious homoeopathic treatment (as per the guidelines of Rajasthan Government). It promotes the growth and development of homeopathy with optimum standards of Academics, Teaching, Clinical Training, Research, Patient Care and Community outreach with a scientific aptitude.

And

Parul University, Vadodara offers Under-graduate and Post graduate and Ph d courses of homoeopathy established in the year 2002 as a center for imparting clinical and academic knowledge of Homoeopathic system of Medicine. Institution is widely known for establishing scientific training and research aptitude in scholars at UG, PG as well as doctoral level. All four constituent college (Jawaharlal Nehru Homoeopathic Medical College, Parul Institute of Homoeopathy and Research, Ahmedabad Homoeopathic Medical College and Rajkot Homoeopathic Medical College) has high equipped laboratories to carry out researches and fully functional OPD& IPD which facilitates clinical teaching and bring out best in the students. Institution look up to continuous improvement of students hence focuses on teaching methods which pertains to advance research and effective learning.

Scope of MoU:

Jodhpur(Raj Reg. No. 1180 xo. Dt. 07/4\/12

Both the parties, in principle, agree to work in the following areas of collaborations:

Exchange of information relating to their activities in teaching and research in fields of mutual interests;

- b) Students and teacher's exchange program for clinical skill development, academics and research activities
- c) Undertake Research studies in areas of mutual interest;
- d) Provide mutual access to facilities and hospital infrastructure for the academic purposes.
- e) Conduct workshops, short-term courses to encourage integrated approach of

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treatment.

- f) Areas of collaboration may be proposed by either institution of mutual interest;
- g) Joint academic and research activities;
- h) Sharing or creation of educational materials and resources;
- i) Encourage collective participation of students in community outreach programmes

Any specific activity developed under the MoU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget and responsible departments or individuals etc.

1. Commencement and Validity:

This Memorandum of Understanding shall commence on the date of signing of this MoU and shall remain valid initially for a period of **three years (03)**, thereafter, extendable upon review of activities and mutual interest.

2. Commercials:

In the case, commercials arising beyond the scope of this MoU both the parties shall work out commercials with respect to each individual workplan separately. In no such case, any financial or academic liability on one party would be transferable on the other party.

3. Intellectual property:

- a) Important research findings arising out of the activities covered under this MoU may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborators.
 - b) Knowledge developed, which can result in commercial exploitation would be protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institutes



decides not to share the expenses for protecting IPR, then, it will assign its rights to the other institute to enable the other institute to file for IPR protection.

- c) Neither party shall reveal intellectual property belonging to the other to any third party without the prior written concurrence of the other party.
- d) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually by both the parties, on case-to-case basis and through exchange of letters.
- e) Both parties shall abide by the Government policies as applicable from timeto-time.

4. Non-exclusivity of the MoU

Notwithstanding anything contained in the provisions excepting Clause 4 of the MoU either party or both parties together have the unrestricted right to seek additional funds for and/or to cooperate with any agency/institute for any of the projects covered by the MoU.

5. Terminations:

- **5.**1 In case of breach of the MoU conditions, both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three -month notice in writing sent by registered post or Speed Post or Courier or through official Email.
- **5.**2 Without prejudice to any other remedies, both Parties shall have at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:

Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.

Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or



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- compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.
- Any of the parties are guilty of any conduct which legally is prejudicial to the contract's interests.
- No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of the other Party.

6. Force Majeure:

6.1 If the performance of the obligations under this Memorandum of Understanding is prevented by reason of any contingencies, which could have been reasonably avoided and are beyond the control of the parties, the party so affected shall not be liable to the other for damages to the extent of such prevention. Such contingencies include strikes of workers, fire, flood, explosion, riots, sabotage, actsof God and war or enemy action.

7. Notice:

7.1 Save as hereinbefore otherwise provided, any notice required to be given here under shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties or through official Email. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission, it should have been delivered at the address to which it was sent.

8. Indemnity:

This MoU is based on a spirit of goodwill and mutual respect and specifically precludes all exchange of monetary gains. Both the parties undertake to serve the needs and requirements for the selfless motive of serving the national interest and agrees to forgo all monetary benefits that are drawn by both parties under this MoU. In line with the forgoing, both parties here by agrees to indemnify, defend and held

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the Institute harmless at all times from any loss, claim, damage, costs, taxes, duties, penalties or entries.

8.2 Both parties shall indemnify each other against all losses damages or claims that may arise out of any unauthorized representations made by their employees or representatives.

9. Dispute Resolution:

1 "Any claim, dispute or difference relating to or arising out of this MoU shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time" The place of arbitration shall be at campus of the First party. The place for jurisdiction for any dispute or claim before a court or an arbitration shall be HighCourt, Jodhpur.

In witness thereof the parties have set their hands and seal on the day, month andyear first written.

For Parul University, Vadodara, Gujarat, India Signature	Dr. Sarvepalli Radhakrishnan Rajasthan Ayurved University, JodhpurRajasthan, India Signature
Name: Prof. Manish M Pandya Designation: Registrar	Name: Designation: Registrar
Witness: 1. Signature Name: Do. Roomy Desci	Witness: 1. Signature Name: 1281224
Name: Do. Poorar Dosai	Name: Designation: Principal well Jodhpur
Designation: Dem, Fort, P.V.	Designation: Principal NCH Jodhun
2. Signature	2. Signature
Name: B-B-P-Panda	Name: Dr. Pajesh Kume Kenneut
Designation: Principal Parul Listitute of Horocestaty and Research;	Name: Dr. Pajesh Kimi Kiment Designation: Alsociate Professor: UCH Jochhu.
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