



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") for academic research and cooperation has agreed and executed on 8th July, 2023

Between

National Institute of Pharmaceutical Education and Research-Ahmedabad [NIPER-A]
And

Laureate Institute of Pharmacy (H.P. Technical University Research Centre in
Pharmaceutical Sciences) Jawalaji- Kangra (H.P.) - 176031 (H.P.)

Hereinafter, individually organization referred as [NIPER-A] and [LIP], as it may be and collectively referred to as the Parties.

PREAMBLE:

- i) National Institute of Pharmaceuticals Education and Research Ahmedabad [NIPER-A] aspires to be an internationally recognized premier centre of excellence in teaching, research, and entrepreneurial training. The interdisciplinary courses and cultural diversity at NIPER Ahmedabad spark the spirit of innovative research and all-round development of its students. The location of the institute ensures a symbiotic association with pharmaceutical industries, medical centres and technological universities. NIPER Ahmedabad was initiated with three specializations Biotechnology, Natural Products and Pharmaceutics and over the period of time three more specialisations Pharmaceutical Analysis, Medicinal Chemistry and Pharmacology and Toxicology were added in 2010. Subsequently in 2011, to cater the needs of medical device industry in India, another feather was added to the cap of NIPER Ahmedabad in the form of specialisation in Medical Devices
- ii) LIP is H.P. Technical University affiliated off campus Research Center and UGC autonomous, accredited with NAAC-A Institution engaged in academic teaching, research and training program in various areas including Herbal Formulation development, organic chemistry, bioscience, microbiology, life sciences and various disciplines of Pharm engineering. Recently, it has started R&D programs in areas of organic synthesis and life sciences to cater different requirements of pharma and chemical industries.
- iii) Both the Parties are desirous of promoting mutual cooperation in areas of education and research, and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.

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- iv) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, research proposals etc.

NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

**ARTICLE I
PURPOSE AND OBJECTIVES**

The Parties wish to co-operate and assist each other to the extent appropriate to their means and capacities in the area of:

1. Faculty Development Program
 - 1.1 To plan and facilitate implementation of bilateral training programmes for faculties from the university in industries and staff from industries in the university
 - 1.2 Support to accelerate the R&D projects for industries growth and development, undertaken by the faculties
2. Student Development Program
 - 2.1 To plan and facilitate training programmes / expert lectures for students by industry experts on various subjects and for industry by senior faculties / domain experts of the university
 - 2.2 Support with Internship opportunities & Industry Visits / Study Tour
3. Developing industry responsive curriculum through representation on university's "Board of Studies" and advise the institute management on the latest developments in industry and also suggest new measures in that area to strengthen the curriculum
4. To establish continuing interaction to improve industrial exposure & Govt. Industries Policy to the students of First Party.
5. To help students to identify real life challenges faced by the industries.
6. To support Innovation and Start-up activities by providing mentorship and fund from both parties as per respective policies.
7. Any other which may be discovered during the process

**ARTICLE II
FINANCIALS**

- i) This is a Non-financial MoU and both the parties should mobilize or arrange for their own expenses, unless agreed in advance for a specific activity.

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- ii) Both the Parties shall be free to collaborate with and seek financial support, donations from national and international organizations, partners for cooperative activities to be undertaken under this MOU.
- iii) Both parties can jointly apply for funded projects for research and development, formulation development or any industry sponsored projects.
- iv) Sharing of analytical and research facilities for use by students and faculty members on pre agreed commercial terms, if any.
- v) Sharing of animal house facility for clinical studies on pre agreed commercial terms, if any.

ARTICLE III COORDINATION BETWEEN FACILITATORS

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

ARTICLE IV INTELLECTUAL PROPERTY RIGHTS

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.

ARTICLE V CONFIDENTIALITY

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as 'Disclosing Party' and
- ii) either of the Parties, receiving such information shall be referred to as 'Recipient Party'.

The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to

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be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- (i) is publicly available,
- (ii) obtained by the other party from third parties without restrictions on disclosure,
- (iii) independently developed by the other party without reference to confidential information, or
- (iv) Required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

ARTICLE VI GOVERNING LAW, JURISDICTION & ARBITRATION


- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be Ahmedabad, India.
- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

ARTICLE VII MISCELLANEOUS

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of 1 (one) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
- iii) Either of the Parties may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties shall make all endeavours to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.
- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.

v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For  National Institute of
Pharmaceuticals Education and
Research-Ahmedabad [NIPER-A]

Name: *Dr. Shailendra Saraf*

Designation: Director

Contact & Email id:

director@niperahm.ac.in

Date: *8th July, 25*

Signature


निदेशक
Director
नाईपर अहमदाबाद
NIPER Ahmedabad

Witness:

Name: *Dr. Pallab Bhattacharya*

Signature

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For Laureate Institute of Pharmacy [LIP]

Name: *Dr. Mahendra Singh Ashawat*

Designation: Director cum Principal

Contact & Email id:

Date: *8th July, 25*

Signature


DIRECTOR CUM PRINCIPAL
LAUREATE INSTITUTE OF
PHARMACY KATHOG
TEH. JAWALMUKHI
DIST. DEHRADUN

Witness:

Name:

Signature


Managing Director
Laureate Institute
Kathog, Teh. Jawalamukhi
Dist. Kangra (H.P.)-176031