



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

छत्तीसगढ़ CHHATTISGARH

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## MEMORANDUM OF UNDERSTANDING (MOU)

Between

**SLT Institute of Pharmaceutical Sciences,  
Guru Ghasidas Vishwavidyalaya, Bilaspur, C.G.**

And

**Mrunalini's Ayurveda Private Limited,  
01, Varad, Behind Anmol Valley, Tidke Nagar, Nashik-  
422008, Maharashtra, India.**

For

Facilitating collaborative research & development in the areas of new drug discovery, Formulation Development, clinical studies and Industry academia interaction for teaching and research

*(Signature)*



## PREAMBLE

**Mrunalini's Ayurveda Private Limited, Nashik and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** has arrived at a mutual understanding for cooperation and joint research in the areas of drug discovery and development and other areas as may be decided from time to time. This memorandum of understanding between the parties is to collaborate and conduct research on areas of mutual interest as may be agreed upon in separate agreements. This understanding also envisages

- a) Faculty exchange programs between **Mrunalini's Ayurveda Private Limited, Nashik and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** scientists for closer interactions.
- b) **Mrunalini's Ayurveda Private Limited, Nashik** will sponsor collaborative research projects on specific areas of research to suitable candidates involved in the research. There shall also be periodical meetings of students and supervisors, subject to mutual consultation of both parties.
- c) The detailed modalities of the working of individual projects shall be arrived at after mutual discussion and documented separately as project specific agreement / contracts before taking up the project and it shall form a part of this Agreement.

## 3. OBLIGATIONS OF THE PARTIES:

1. The results of this agreement and research data which are collected, compiled and evaluated under this Agreement shall be shared and mutually exchanged by **Mrunalini's Ayurveda Private Limited, Nashik and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** Research findings as a result of this agreement will be published in the public interest.
2. As a result of this agreement the instruments & equipments available at the respective facilities shall be shared mutually by **Mrunalini's Ayurveda Private Limited, Nashik and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.**
3. Frequent and effective communication is essential to the successful accomplishment of the objectives of this agreement. To this end, the scientific representatives of **Mrunalini's Ayurveda Private Limited, Nashik and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas**

vishwavidyalaya, Bilaspur, C.G., shall conduct periodical meetings (minimum half yearly) at the premises of Mrunalini's Ayurveda Private Limited, Nashik and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. by mutual consultation of both parties.

4. This agreement may be supplemented by work plans to be developed jointly, which describe more specifically the activities to be carried out under this cooperative programme.
5. Any such plan or recommendation that is outside the scope of agreement shall be reduced to writing and referred to the management of each party for appropriate action.
6. Any such plan or recommendation so referred shall not be binding on either party unless incorporated into this agreement by amendment.
7. **Mrunalini's Ayurveda Private Limited, Nashik and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** may nominate members of their respective staff to work out the practical details of cooperation between the two organisations and in general, to ensure proper and effective implementation of this agreement. Such details, as agreed upon, will be confirmed by exchange of letters between the parties and such letters should be signed and acknowledged by both the parties and shall form part of this agreement.

#### 4. TERM

This agreement will be in effect initially for a period of **5 (five) years** from the date of signing of this agreement by both the parties and may be renewed further if mutually agreed. Either party may terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such notice must be received by the other party 3 (three) months prior to the effective termination date.

Termination of this agreement shall not affect the obligation as stated under Clause-5 and Clause-7 of this agreement and the same shall be binding on the parties in perpetuity.

#### 5. CONFIDENTIALITY

The parties recognize that, by virtue of this agreement, they may be given and have access to Confidential Information, and other proprietary information. They undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authorities or with proper authority or for the purpose of executing this Agreement) or use or exploit for any purpose whatsoever,



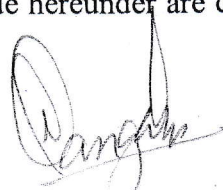
any of the Confidential Information they may receive or obtain as a result of entering into this Agreement, and shall use reasonable endeavours to prevent its officers, employees or agents if any from doing so.

## 6. INDEMNIFICATION

1. **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** , shall indemnify and hold **Mrunalini's Ayurveda Private Limited, Nashik** harmless from liability resulting from the negligent acts or omissions of **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** , its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this agreement; provided however, that **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** , shall not hold **Mrunalini's Ayurveda Private Limited, Nashik** harmless from claims arising out of the negligence or wilful malfeasance of **Mrunalini's Ayurveda Private Limited, Nashik**, its officers, agents, or employees, or any person or entity not subject to **SLT Institute of Pharmaceutical Sciences's** supervision or control.
2. **Mrunalini's Ayurveda Private Limited, Nashik** shall indemnify and hold **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** , harmless from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligation of this agreement, including but not limited to the use by **Mrunalini's Ayurveda Private Limited, Nashik** of the results of the study/research; provided however, that the following is excluded from **Lupin Laboratories Limited, Nagpur's** obligation to indemnify and hold harmless;
3. The negligent failure of either party, **Mrunalini's Ayurveda Private Limited, Nashik** and **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** , to comply with any applicable governmental requirements or to adhere to the terms of the research.

## 7. INTELLECTUAL PROPERTY

1. "Invention" shall mean any discovery, concept, or idea, whether or not patentable, made during the conduct of the study/research, and arising directly from the performance of the study/research, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto.
2. Information and disclosures made hereunder are confidential information and the parties shall protect the information accordingly.



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3. It is recognized and understood that the existing inventions and technologies of **Mrunalini's Ayurveda Private Limited, Nashik** and **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.**, are their separate property, respectively and are not affected by this agreement and neither party shall have any claims to or rights in such existing inventions and technologies of the other party.
  4. It is agreed by both the parties that any intellectual property invented during the project, **Mrunalini's Ayurveda Private Limited, Nashik** will take responsibility regarding filing, and processing of collaborative intellectual property, and the intellectual property shall be assigned to **Mrunalini's Ayurveda Private Limited, Nashik** on non exclusive basis and those who are involved in the creation of the intellectual property will be the co inventors in the said intellectual property.
  5. **Disclosure:** That **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** shall disclose promptly to **Mrunalini's Ayurveda Private Limited Lab Ltd** each Invention, whether or not reduced to practice, which is conceived or learned during the course of the project (either alone or jointly with others) Further it is agreed by **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** that all patent applications shall be filed by **Mrunalini's Ayurveda Private Limited Lab Ltd** during the term of the project.

## 9. RELATIONSHIP OF PARTIES

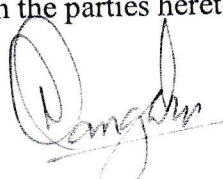
**Mrunalini's Ayurveda Private Limited, Nashik** and **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.**, shall act in their independent capacities in the performance of their respective functions under this Agreement and no party is to be considered the officer, agent, or employee of another party.

## 10. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of India and jurisdiction limited to courts at Bilaspur, India.

## 11. ARBITRATION

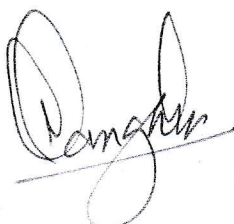
Any disputes or disagreement, arising out of, relating to or in connection with the terms and conditions of this agreement whether during the subsistence of this agreement or after its termination, shall be amicably settled between the parties hereto by mutual discussions.





## 11. PUBLICATIONS

1. The parties reserve the right to publish or otherwise make public the data resulting from the study. The party wishing to publish or make public shall submit any such manuscript or release to the other party for comment prior to publication or release.
2. Neither **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** nor **Mrunalini's Ayurveda Private Limited, Nashik** shall use the name of the other party or any of its employees in connection with any press release, advertising, promotional literature, or any other publicity matters without the express prior written consent of the other.
3. Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, but such approval shall not be unreasonably withheld.
4. Both the parties undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this MOU or at any time thereafter the information or other information disclosed, communicated or given by either of parties to other party relating to the project, whether disclosed or communicated to either of them under this MOU or gained or otherwise acquired by them under or by virtue of or as a result of the implementation of this MOU, to any person, firm, body corporate or authority and shall ensure that the same shall be kept strictly secret and confidential provided, however, that nothing contained in this article shall prevent either of parties from disclosing or imparting the same to the Director and its other senior officers or employees but only in so far as may be necessary for the satisfactory and proper performance and discharge of their duties and responsibilities hereunder : provided further that the Director and Officers or Employees shall prior to such disclosure have given a written undertaking to respective parties in terms previously approved by both the parties, not to disclose or divulge the information or any documents or other information relating to the manufacture, sale or distribution of the said Products to any person, firm, body corporate or authority.



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## 12. NOTICES

All notices required to be given under this agreement and all correspondence with regard to any such notice hereunder shall be in writing and delivered in person, sent by certified mail or telefax transmission to the individuals named.

## 13. AMENDMENT

This agreement may be amended and renewed by the mutual written consent of the parties hereto.

## 14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this agreement shall not affect the validity or enforceability of any other term or provision hereof.

## 15. ASSIGNMENT

9. Neither this agreement nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G., or Mrunalini's Ayurveda Private Limited, Nashik** without the other's prior written consent. Any attempted assignment will be void.

## 16. FORCE MAJEURE

- (a) Neither of the Parties shall be held liable for non performance or delayed performance of the obligations under this Agreement or part thereof due to any direct or indirect cause, which is outside the reasonable control of either Party, such as an Act of God, Government orders or restrictions, threat of war, warlike conditions, hostilities, mobilization, blockade, embargo, revolution, riot, looting, strike, lockout, epidemic, or fire provided that notice of its inability to perform and causes thereof shall be given immediately by the affected Party to the other Party.
- (b) A Party may claim exemption from the timely performance of obligations due to the occurrence of Force Majeure as defined above. In order to claim such exemption and thus be excused from timely performance of obligations, notice must be given promptly to the other Party and at the earliest possible date of event of occurrence of Force Majeure.
- (c) A Party claiming relief by reason of such circumstances of Force Majeure must take all reasonable steps to mitigate their length and effect. Promptly after the termination of the circum-



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tances of Force Majeure, the Party claiming relief shall forthwith notify the other Party in writing.

## 17. COUNTERPARTS

This agreement may be executed in counterparts and those counterparts taken together constitute one and the same instrument.

In witness whereof, the parties here to cause this instrument to be executed on this \_\_\_\_\_ day of 2021

Signed for and on behalf of

MRUNALINI'S AYURVEDA PRIVATE LIMITED, NASHIK

Signed for and on behalf of

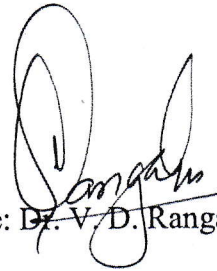
SLT INSTITUTE OF PHARMACEUTICAL  
SCIENCES, GURU GHASIDAS VISHWAVIDYA-  
LAYA, BILASPUR, C.G.

Name:

**HEAD**

S.L.T. Institute of Pharm. Sciences  
Guru Ghasidas Vishwavidyalaya,  
Bilaspur (C.G.)


Designation:

Name:  Dr. V. D. Rangari

Designation: Head of the Department

SLT INSTITUTE OF PHARMACEUTICAL SCIENCES,  
GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR,  
C.G.

Witness:

  
Dr. Alpana Ram  
Associate Professor

SLT INSTITUTE OF PHARMACEUTICAL SCIENCES,  
GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR, C.G.

  
Dr. Sanmati Jain  
Associate Professor

SLT INSTITUTE OF PHARMACEUTICAL SCIENCES,  
GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR, C.G.