



ISO 9001:2015 Certified

SMT. VIDYAWATI COLLEGE OF PHARMACY

(Approved by: PCI, AICTE New Delhi, Affiliated to Dr. A.P.J. Abdul Kalam Technical University, Lucknow & Board of Technical Education Lucknow)

Ref. No. SUCP/23/11063

Date- 21/06/2023

MEMORANDUM OF UNDERSTANDING BETWEEN IDEALIFE HEALTHCARE LTD., KANPUR AND SMT. VIDYAWATI COLLEGE OF PHARMACY, JHANSI

Background

- i. Idealife Healthcare Ltd., Kanpur and Smt. Vidyawati College of Pharmacy, Jhansi will share interests in Pharmaceutical Sciences and Training & Research in the areas of Pharmaceuticals, Drug Design, Microbiology and Biotechnology.
- ii. The two parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

1.0 Commencement and Duration

This Memorandum of Understanding shall take effect on the date of Signing and shall continue for a period of 5 years unless terminated Earlier in accordance with the provisions of Clause 7.

2.0 Force of This MoU

The areas of agreement outlined in this MoU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between Idealife Healthcare Ltd., Kanpur and Smt. Vidyawati College of Pharmacy, Jhansi. unless specifically noted herein, this MoU is not intended to be of legal force and effect in any manner whatsoever. this MoU shall not create a legal relationship between the parties.

3.0 Broad Areas for Cooperation

3.1 Idealife Healthcare Ltd., Kanpur and Smt. Vidyawati College of Pharmacy, Jhansi will discuss the possibility of cooperation in the following areas:

GORA MACHHIYA, KANPUR ROAD, JHANSI (U.P.)-284121

- i. Joint research projects and joint publications as a result of collaborative research
- ii. Dissertation projects and visits for Idealife Healthcare Ltd., Kanpur Students in the related departments of Smt. Vidyawati College of Pharmacy, Jhansi and vice Versa.
- iii. Organizing joint seminars and conferences
- iv. Faculty interaction between two organizations
- v. Students & Faculty development
- vi. Any collaborative efforts that both may deem fit from time to time.

3.2 Representatives of the parties may agree to review the operation of the MoU from time to time.

4.0 Joint Contributions

4.1 Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(S) that set out appropriate and relevant contributions by the parties. This may include

- i. Access to its research laboratories and assists in development of projects involving the PARTIES.

- ii. Joint submission of research proposals to national and international organizations to obtain support for their common research objectives

- iii. Idealife Healthcare Ltd., Kanpur and Smt. Vidyawati College Of Pharmacy, Jhansi Shall work specifically in the areas defined in Para (i) and Para3.1

4.2 The parties acknowledge that all specific financial agreements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.

5.0 Confidentiality and Privacy

5.1 Idealife Healthcare Ltd., Kanpur and Smt. Vidyawati College of Pharmacy, Jhansi recognize that they will come into possession of information which the other considers to be confidential, Including Personal Information ('Personal Information' and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained from the

information or opinion). Each of Idealife Healthcare Ltd., Kanpur and Smt. Vidyawati College of Pharmacy, Jhansi covenants and agrees that it shall not, at any time disclose to any third party any confidential information of another party without first having obtained the prior written consent of the other party.

5.2 The provisions of this clause 5 are intended to and shall be binding upon the parties upon the signing of this MoU and shall survive till the termination or expiry of this MoU.

6.0 Intellectual Property

6.1 Intellectual Property means and includes all copyright, all right in relation to inventions (including patent rights), plant varieties, register and unregistered trademarks, registered and unregistered designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.

6.2 Each party shall retain all rights to existing intellectual property belonging to it and contributed by it ('Background IP') to the commencement of each research project arising under this agreement.

6.3 If any IPR issues emerge as a result of joint research, then a specific IPR addendum will be jointly agreed upon.

7.0 Termination

7.1 Either of Idealife Healthcare Ltd., Kanpur or Smt. Vidyawati College of Pharmacy, Jhansi may terminate this MoU by written notice to the other party, A minimum period of six months notice will be required from a party wishing to terminate the MoU or such shorter period as the parties may agree upon in writing

7.2 The termination of this MoU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

8.0 Amendments and Supplementary Agreements

8.1 The parties may agree to amend this MoU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.

8.2 The Parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MoU, Such agreements will

specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligation of each party.

9.0 Use of Name and Logo

No party shall use, nor permit any person or entity to use the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party. The parties intend that this provision shall be binding upon them and shall survive the termination or expiry of this MoU.

10.0 Force Majeure

Both the parties shall have no liability in respect of any delay in carrying of the activities of failure to carry out the activities under this MoU caused due to any acts of the government or any circumstances outside the reasonable control of the parties hereto.

11.0 Indemnification

Each party shall indemnify or keep indemnified the other party for any loss, cost and expenses caused to the other party due to the negligence, mishandling, application of less technical support or for any other reason what so ever.

12.0 Dispute Resolution

All disputes and differences concerning the validity, scope, meaning construction or effect of this MoU or any dispute or disagreement between the parties hereto as to any matter relating to this memorandum which cannot be settled by mutual discussion shall be settle by arbitration by 2 arbitrators, appointed by each parties, in case of difference of opinion between the said two arbitrators, reference made to an umpire who shall be appointed by arbitrators and any such decisions shall be binding on the parties.

Signed for and on behalf of
Idealife Healthcare Ltd.,
Kanpur (U. P)

Signed for and on behalf of
Smt. Vidyawati College of
Pharmacy, Jhansi (U. P)

Signature of Authorize Persons

FOR IDEALIFE HEALTHCARE LTD.


DIRECTOR

Designation

Signature of Authorize Persons

Director
Smt. Vidyawati College of Pharmacy
Goramachhiya, JHANSI


Designation

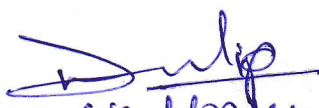
Witness

1. Nitin Saxena
NITIN KUMAR SAXENA

2. Deep
DILIP KUMAR

Witness

1. 
(LAKSHAY MISHRA)

2. 
(Dilip Kumar)