

**MEMORANDUM OF UNDERSTANDING
(MOU)**

Between



BIOCYTE
Institute of Research & Development

Biocyte Institute of Research and Development (BiRD), Sangli

Shriram Residency, Flat No.11, Near Bypass Road,
Kalanagar, Sangli-416416, Maharashtra, India.

and



Krishna Institute of Pharmacy,

Krishna Vishwa Vidyapeeth

(Deemed to be University), Karad

(Formerly known as Krishna Institute of Medical Sciences "Deemed to be University", Karad)

Near Dhebewadi Road, Malkapur,

Karad-415539, Tal. Karad, Dist. Satara, Maharashtra, India

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Introduction:

Biocyte Institute of Research & Development, Sangli (hereinafter referred to as "BiRD") of the **One Part**; was established in 2015 with aim to provide a basic platform to Innovators to explore their research ideas. BiRD provides services for research & development work with well-equipped laboratory to meet the requirements of Academic, Basic Science students, Medical Professionals & SME (Small & Medium Enterprises). BiRD provides Project Assistance to students of B. Pharm. M. Pharm., M.Sc. B.A.M.S., B.D.S. and Ph.D. Programme.

and

Krishna Vishwa Vidyapeeth (Deemed to be University), Karad (KVV(DU), Karad), (Formerly known as Krishna Institute of Medical Sciences "Deemed to be University", Karad (KIMSDU)) an University declared under section 3 of UGC Act, 1956 by Ministry of Human Resources Development vide notification No. F.9-15/2001-U.3 dated May 24, 2005 having its registered office at Near Dhebewadi Road, Malkapur - 415539, Tal. Karad, Dist. Satara.

Krishna Vishwa Vidyapeeth (Deemed to be University), Karad is accredited by NAAC 'A+' grade and has been conferred with ISO 9001:2015, ISO 14001:2015 and ISO 50001:2018 certification. The constituent faculties of the University include Medical, Dental, Physiotherapy, Nursing, Pharmacy and Allied Sciences offering undergraduate and postgraduate courses in respective faculties. It also runs Ph.D. programmes and Post-Doctoral Fellowships in various subjects.



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KVV(DU)'s Krishna Institute of Pharmacy is ranked 67 amongst the Pharmacy colleges in India as per National Institutional Ranking Framework (NIRF) 2024.

Both **BIRD** and **KVV(DU)** shall be referred to individually as "the Party" and collectively as "the Parties".

WHEREAS:

- A. The **BIRD** and **KVV(DU)** are desirous to collaborate in their academic activities.
- B. This MOU sets forth the general understanding reached between the two parties and in their recent discussions concerning the academic collaboration.
- C. It is the Parties' intention that the academic collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic collaboration agreement to be entered into between **BIRD** and **KVV(DU)**.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1.0 TERM:

Subject to the execution by **BIRD** and **KVV(DU)** of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties, it is the Parties' understanding that BIRD shall collaborate with **KVV(DU)** in the areas as set out in Clause 2 for a period of **Three (3) years** (hereinafter referred to as "MOU Period") from the date of signing of this MOU.

This MOU shall continue in force until the expiry of the MOU Period stated above ("MOU Expiry Date") or the execution of formal definitive academic collaboration agreement between the Parties, whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties in writing.



2.0 OBJECTIVES and SCOPE of MOU:

2.1 The scope of this MOU is to ensure a mutual understanding of key responsibilities of each Party to establish academic and research cooperation, and develop rapport among students and the faculty of both the institutions with respect to academic programs. This MOU will also deliver innovative research projects based on Pharmaceutical Sciences through a joint collaborative effort between BiRD and KVV(DU). The primary objectives of this MOU are to:

- Establish a joint committee to explore new research opportunities in pharmaceutical sciences and provide guidance for mutually agreed research projects.
- Promote research and execute cooperative projects with a focus on interdisciplinary approaches.
- Support extension activities of common interest, ensuring collaboration in research and development.

2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly subject to Clause 2.1.

3.0 RESPONSIBILITIES:

3.1 Krishna Institute of Pharmacy, KVV(DU), Karad, and BiRD will share their human resources for training undergraduate, postgraduate, and doctoral students in their respective fields of expertise, utilizing the research facilities available at each center.

3.2 Both institutions will provide access to their research facilities and required samples, allowing staff and students to spend time at each other's research centers as necessary for collaborative work.



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- 3.3** Krishna Institute of Pharmacy, KVV(DU), Karad, and BiRD will ensure that information about samples and results is not shared with third parties without mutual consent.
- 3.4** Both institutions will grant each other access to the progress and results of joint research studies undertaken under this MOU.
- 3.5** Either Krishna Institute of Pharmacy, KVV(DU), Karad, or BiRD can independently initiate research projects without requiring consent from the other, with the initiating institution bearing all associated costs.
- 3.6** Krishna Institute of Pharmacy, KVV(DU), Karad, and BiRD will ensure equitable sharing of credentials, authorship, publication, and patenting rights for any joint research projects conducted under this MOU.

4.0 AMENDMENT TO THE MOU:

No amendments or modifications of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to an amendment of this agreement. The modification or change shall be effective from the date on which they are made/ executed unless otherwise agreed to.

5.0 ARBITRATION:

In the events of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual discussion of both the parties. Now, therefore, for and in consideration of the foregoing premises the parties have signed the memorandum of understanding (MoU) on 1st August 2024.

6.0 FINANCIAL CONSIDERATIONS:

The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this Memorandum of Understanding and each Party hereto agree to bear its own costs and expenses unless mutually agreed otherwise by both parties



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7.0 THE COOPERATION PROCEDURE:

7.1 Liaison Personnel

The Liaison Personnel contacts from **BiRD** and **KVV(DU)** may be named and approved by both Parties.

7.2 Cooperation Proposal

The Cooperation Proposal in any form of cooperative activities as per listed in the 'The Cooperation Scheme' may be submitted through Liaison Personnel for review and approval. The Cooperation Proposal may contain objectives, scope of activities, person responsible, responsibilities of each institution, schedules, benefits in term of financial and non-financial, budgets and sources of financing, and any other terms and conditions deemed necessary for the efficient management of the activity.

8.0 CONFIDENTIALITY:

Each of the Parties to this MOU shall at all times use its best endeavours to keep confidential (and to procure that its respective officers, employees, consultants and agents shall keep confidential) any confidential and Proprietary Information which any Party may acquire from the other Party and/or in relation to the academic collaboration or affairs of the Parties to this MOU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third parties without any obligation to keep confidential in Non-Disclosure Agreement.



9.0 INTELLECTUAL PROPERTY RIGHTS:

- 9.1 The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.
- 9.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause
- 9.3 Both parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 9.1 and 9.2 above.

10.0 TERMINATION:

During the validity of this MOU, either Party can terminate this MOU by giving Three (3) months written notice for any reason.

11.0 NON-BINDING NATURE:

This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MOU.



Save and except for Clauses 8 and 9, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail save for any breach of Clause 8 and 9.

This Memorandum of Understanding completed in English is hereby signed in two (2) original copies with one (1) copy remaining in the possession of each institution. All texts being equally valid. The authorized representative of the parties hereunto affixes their signature. The MoU should be visible on the website of both the Institutes.

For and on behalf of

Biocyte Institute of Research & Development,
Sangli.


Dr. Sandeep B. Patil,

Founder and Senior Consultant,

Biocyte Institute of Research & Development,
Shriram Residency, Flat No.11,
Near Bypass Road, Kalanagar, Sangli



For and on behalf of

Krishna Vishwa Vidyapeeth
(Deemed to be University), Karad.




Dr. M. V. Ghorpade

Registrar,

Krishna Vishwa Vidyapeeth
(Deemed to be University), Karad
Near Dhebewadi Road, Malkapur,
Karad.


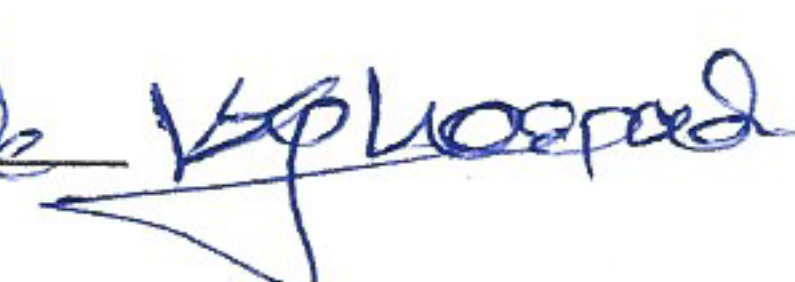


WITNESS

1. Miss. Rutika D. Harshad 
2. Miss Amerita Gaitwad 

Date :

WITNESS

1. Dr. A. S. Shel 
2. Dr. V. S. Ghorpade 

Date : 01/08/2024