

MEMORANDUM OF UNDERSTANDING

(MoU)

Between

**SHRI GANPATI INSTITUTE OF PHARMACEUTICAL SCIENCES AND
RESEARCH (SGIPSR)**

Address: Tembhorni-Karmala National Highway, Akole (KH),
Tembhorni, Taluka, Akole, Maharashtra 413211, India

and

BIOCYTE INSTITUTE OF RESEARCH AND DEVELOPMENT (BIRD)

Address: Shriram residency, Flat no.11, Near Bypass road,
Kalanagar, Sangli 416 416, Maharashtra, India



PREAMBLE

This Memorandum of Understanding (MoU) establishes a collaborative framework between Biocyte Institute of Research and Development (BIRD), established in 2015 with the aim to provide a basic platform to innovators to explore their research ideas, and Shri Ganapati Institute of Pharmaceutical Sciences and Research (SGIPSR), an institute dedicated to pharmaceutical education and research. Both institutions recognize the mutual benefits of collaborative research, knowledge exchange, and resource sharing in advancing scientific discovery and innovation.

BIRD's vision is to assist researchers to achieve their aim with scientific advancement in research technology, while SGIPSR brings complementary expertise in pharmaceutical sciences. This MoU formalizes their shared commitment to develop scientific and research culture amongst students, academicians, and research scholars through collaborative initiatives.

This MoU expresses the genuine intent of both Parties to collaborate in good faith but does not constitute a legally binding agreement except for specific provisions identified herein. Detailed implementation will be governed by specific agreements as projects are developed.

1. DEFINITIONS

1.1 "**BIRD**" refers to Biocyte Institute of Research and Development, including its facilities, personnel, and resources.

1.2 "**SGIPSR**" refers to Shri Ganapati Institute of Pharmaceutical Sciences and Research, including its facilities, personnel, and resources.

1.3 "**Parties**" collectively refers to BIRD and SGIPSR.

1.4 "**Collaborative Activities**" refers to all joint initiatives, programs, research projects, and exchanges undertaken pursuant to this MoU.

1.5 "**Effective Date**" refers to 30th January 2026, from which the terms of this MoU commence.

1.6 "**Intellectual Property**" refers to patents, copyrights, trademarks, trade secrets, know-how, and other intangible creations developed under this collaboration.

1.7 "**Principal Investigators**" refers to the designated representatives from each institution responsible for coordinating collaborative activities.



2. OBJECTIVES AND AREAS OF COLLABORATION

2.1 Primary Objectives

2.1.1 To establish a sustainable collaboration framework between BIRD and SGIPSR for the development of research in pharmaceutical and biomedical sciences, in alignment with BIRD's objective of collaboration with various institutes in India for research development.

2.1.2 To provide hands-on training on various skill set areas like analytical, microbiological, cell culture, and biomedical research to students and faculty of both institutions, fulfilling BIRD's mission to offer "one stop solution" for research development.

2.1.3 To inculcate research work culture in students through joint projects, workshops, and seminars, addressing BIRD's objective of developing scientific culture among students and academicians.

2.1.4 To implement a learn and earn model for students through internships and stipend opportunities, supporting BIRD's objective of providing practical earning opportunities alongside education.

2.2 Specific Areas of Collaboration

2.2.1 Joint Research Projects: Development and implementation of collaborative research in areas including but not limited to:

1. Pharmaceutical formulation development and analysis
2. Biomedical research and drug discovery
3. Microbiological studies and antimicrobial research
4. Cell culture techniques and applications
5. Analytical method development and validation

2.2.2 Academic Exchange Programs:

1. Faculty exchange for lectures, workshops, and seminars
2. Student internship programs with potential stipend opportunities
3. Joint supervision of research projects and dissertations

2.2.3 Capacity Building Initiatives:

1. Organization of joint workshops, training programs, and conferences
2. Development of specialized certificate programs in emerging research areas
3. Sharing of laboratory facilities and research infrastructure

2.2.4 Publication and Dissemination:

1. Joint publication of research findings in peer-reviewed journals
2. Organization of community outreach programs to disseminate research outcomes
3. Development of case studies and teaching materials based on joint research



3. RESPONSIBILITIES OF THE PARTIES

3.1 Responsibilities of BIRD

3.1.1 Provide access to its research facilities, including analytical, microbiological, and cell culture laboratories, for collaborative projects.

3.1.2 Designate experienced researchers and technical staff to support joint research initiatives and training programs.

3.1.3 Offer hands-on training programs in specialized areas of expertise as outlined in Section 2.2.

3.1.4 Explore and facilitate stipend opportunities for deserving student interns from SGPSR participating in collaborative programs.

3.1.5 Share relevant research methodologies, protocols, and technical know-how with SGPSR researchers and students.

3.1.6 Participate in joint academic events, evaluation committees, and curriculum development activities as mutually agreed.

3.2 Responsibilities of SGIPSR

3.2.1 Provide access to its pharmaceutical sciences laboratories, library resources, and research infrastructure for collaborative activities.

3.2.2 Identify and designate faculty members and students to participate in joint research projects and exchange programs.

3.2.3 Facilitate academic credit recognition for students participating in joint training programs and internships.

3.2.4 Support the organization of joint workshops, seminars, and conferences through logistical assistance and participant mobilization.

3.2.5 Designate faculty members for joint supervision of research projects and dissertations in collaboration with BIRD researchers.

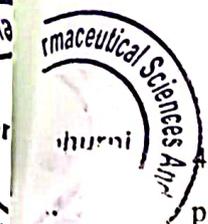
3.2.6 Promote collaborative activities among students and faculty to ensure maximum participation and benefit.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Background Intellectual Property: Each party shall retain exclusive ownership of their respective background intellectual property (IP existing prior to or developed independently of this collaboration).

4.2 Foreground Intellectual Property: IP jointly developed by personnel from both institutions under this collaboration shall be jointly owned, unless otherwise agreed in writing prior to commencement of specific projects.



4.3 **IP Management:** The Parties shall establish specific IP agreements for each collaborative project, addressing:

1. Ownership percentages based on respective contributions
2. Responsibility for patent filing and maintenance costs
3. Revenue sharing from commercialization
4. Publication rights and confidentiality obligations

4.4 **Student IP:** Intellectual property created by students participating in collaborative programs shall be governed by the policies of their home institution, with due recognition to supervisors from both institutions.

5. FINANCIAL ARRANGEMENTS

5.1 **Resource Sharing:** Unless otherwise specified in project-specific agreements, each party shall bear its own costs for participation in collaborative activities, including personnel costs, materials, and overheads.

5.2 **Joint Funding Proposals:** The Parties shall collaborate to identify and apply for external research grants, with funding distribution to be specified in grant applications and subsequent agreements.

5.3 **Stipend Programs:** BIRD shall explore options for providing stipends to SGIPSR students undertaking internships at BIRD facilities, subject to availability of funds and satisfactory performance.

5.4 **Revenue Sharing:** Any revenues generated from commercialization of jointly developed intellectual property shall be shared as per specific IP agreements, after deduction of agreed-upon expenses.

5.5 **Infrastructure Usage:** Use of specialized facilities at either institution may be subject to mutually agreed usage fees, to be specified in project addenda.

6. Communication Protocol

6.1 All official communications regarding this MoU shall be addressed to the designated nodal officers:

1. For BIRD: Director, Biocyte Institute of Research and Development
2. For SGIPSR: Principal, Shri Ganpati Institute of Pharmaceutical Sciences and Research

6.2 The Parties shall maintain regular communication through designated coordination channels to ensure effective implementation.

7. TERM, REVIEW, AND TERMINATION

7.1 Term: This MoU shall be effective for five (5) years from the Effective Date (30th January 2026 to 29th January 2031), unless terminated earlier as per provisions below.

7.2 Review: The MoU shall be reviewed annually, with a comprehensive review in the fourth year to consider renewal, modification, or termination.

7.3 Renewal: This MoU may be renewed by mutual written consent of both Parties for additional terms as agreed.

7.4 Termination by Mutual Consent: The MoU may be terminated at any time by mutual written agreement of both Parties.

7.5 Termination for Cause: Either Party may terminate this MoU with 90 days written notice if:

1. The other Party materially breaches any term and fails to remedy such breach within 60 days of notification
2. Circumstances make continuation impractical or impossible
3. Either institution ceases operations or loses accreditation

7.6 Effect of Termination: Termination shall not affect rights and obligations accrued prior to termination, including intellectual property rights, confidentiality obligations, and completion of ongoing projects as mutually agreed.

8. GENERAL PROVISIONS

8.1 Amendment: Any amendment to this MoU shall be in writing and signed by authorized representatives of both Parties.

8.2 Confidentiality: The Parties agree to maintain confidentiality of proprietary information shared during collaboration, subject to separate confidentiality agreements as needed.

8.3 Force Majeure: Neither Party shall be liable for failure to perform obligations due to circumstances beyond reasonable control, including natural disasters, government actions, or pandemics.

8.4 Non-Exclusivity: This collaboration is non-exclusive, and both institutions may engage in similar collaborations with other entities.

8.5 Publicity: Both Parties may publicly reference this collaboration in academic and promotional materials with prior notification to the other Party.

8.6 Governing Law: This MoU shall be governed by and construed in accordance with the laws of India.

8.7 Dispute Resolution: Disputes arising from this MoU shall be resolved amicably through discussion between the Parties. Unresolved disputes shall be referred to mediation before pursuing legal remedies.



8.8 Notices: All formal notices shall be in writing and delivered to the addresses specified in the preamble of this MoU.

8.9 Severability: If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force.

8.10 Entire Understanding: This document represents the entire understanding between the Parties regarding the subject matter herein.

9. SIGNATURES

The undersigned, being duly authorized representatives of their respective institutions, hereby execute this Memorandum of Understanding.

Date: 30/01/26 .

FOR Biocyte Institute of Research and Development (BIRD)	FOR Shri Ganpati Institute of Pharmaceutical Sciences and Research (SGIPSR)
 Signature:	 Signature:
Name: <u>Dr. S. B. Patil.</u>	Name: <u>Dr. Rupali R. Bendgude</u>
Title: Director, BIRD	Title: Principal, SGIPSR
Director, Biocyte Institute of Research and Development, Sangli. 	PRINCIPAL Shri Ganpati Institute of Pharmaceutical Sciences And Research Tembhurni Tal. Madha Dist. Solapur-413211

Witnesses:

1. Name: Mr. Akshay H. Patil Signature: Akshay
30/01/26

2. Name: Mr. Aaditya N. Chayani Signature: Aaditya

