

MEMORANDUM OF UNDERSTANDING

BETWEEN

**B. S. Anangpuria Institute of Pharmacy**

Alampur, Ballabgarh-Sohna Major District Road,  
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AND

**ACIRES LABS LLP**

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This Memorandum of Understanding (herein after referred to as MoU) is entered into on this **21<sup>st</sup> day of October 2019** between **B. S. Anangpuria Institute of Pharmacy** herein referred to as **B.S.A.I.P.** and **ACIRES LABS LLP** herein referred to as **INDUSTRY.**

**NOW THIS MOU WITNESSETH AS FOLLOWS:**

**1) Alliance Objective:**

Through this memorandum, both the Parties affirm the value of collaboration and agree to promote the following activities:

a) Exchange of personnel through deputation as per the rules of the respective parties, for the limited periods as mutually agreed upon;

b) Organizing joint conferences and seminars in campus/off campus;

c) Practical training of B.S.A.I.P. students at INDUSTRY

d) Assistance for student projects/thesis in the field of Pharmacy and other areas of national interest at B.S.A.I.P. by INDUSTRY on mutually agreeable terms.

e) INDUSTRY may accommodate students of B.S.A.I.P. for the purpose of imparting industrial training as it may deem fit.

f) INDUSTRY may depute its personnel as visiting faculty at B.S.A.I.P. to teach any of the regular Course or specialized topics as per the resources available.

g) INDUSTRY may seek assistance/guidance of B.S.A.I.P. faculty member/s in product/process modification, modernization, trouble shooting, etc.

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h) INDUSTRY would allow the industrial visits of students of B.S.A.I.P. for half/full day to provide them with an exposure to various equipment, instrument, etc. as per their convenience.

i) INDUSTRY may showcase its business activities at the seminar/workshop/conference, etc. at B.S.A.I.P.

j) INDUSTRY personnel will have the access to the library, Internet, computational facilities at B.S.A.I.P. in college hours.

k) The faculty members of B.S.A.I.P. will carry out part of their Ph.D. research work at INDUSTRY depending on the nature of the work as per rules of the respective parties depending on facilities and requirements.

l) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.

m) Both B.S.A.I.P. and INDUSTRY will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

n) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation.

o) Neither of the parties will publish the work carried out under this MoU without knowledge of the other.

p) This Agreement places no financial obligations or supplementary funding commitments on either Party. These activities will be defined through separate

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program agreements that detail the commitment of resources (financial or otherwise) required by each party. Subsequent program agreements must be approved in writing by the authorized representatives of each party.

**2) RELATIONSHIP BETWEEN THE PARTIES:**

a) Neither the B.S.A.I.P. nor the INDUSTRY is or will be an agent or legal representative or partner of the other.

b) Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other.

c) Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.

d) Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

**3) GENERAL:**

a) This MoU shall be effective from the date of its approval by competent authorities at both ends and the same shall be valid for a period of 5 years from the effective date.

b) This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU.

c) It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.

ACRES LABS LLP  
Partner

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d) There shall be no liability on the part of any party to the other arising from the termination of this MoU.

e) Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

f) The laws of the Republic of India shall govern this MoU.

g) This MoU supersedes all proposals or other prior representations or communications, either oral or written.

h) All communication between the parties shall be in writing and in English Language.

**IN WITNESS WHEREOF:**

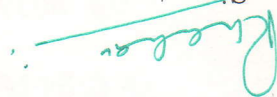
This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On Behalf of:

**B. S. Anangpuria Institute of Pharmacy**

Signature



Signature Partner

**ACIRES LABS LLP  
FOR ACIRES LABS LLP**



Place: Delhi

Date: 21/10/2019

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