



VIGNAN PHARMACY COLLEGE

Accredited by NBA (B. Pharmacy)

Approved by AICTE, PCI, Govt. of A.P & Affiliated to JNTU KAKINADA
VADLAMUDI, GUNTUR DIST., ANDHRA PRADESH, INDIA, PIN : 522 213.

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URL : www.vignanpharmacycollege.in

MEMORANDUM OF UNDERSTANDING

Between

VIGNAN PHARMACY COLLEGE

Vadlamudi, Chebrolu Mandal

Guntur - 522 213. A.P.

And

KRISHNA UNIVERSITY

COLLEGE OF PHARMACEUTICAL SCIENCES & RESEARCH

Rudravaram, Machilipatnam

Krishna District, Andhra Pradesh

Pin Code: 521004, A.P.

On


REGISTRAR
KRISHNA UNIVERSITY
RUDRAVARAM (V)
MACHILIPATNAM - 521 004
ANDHRA PRADESH, INDIA

UNIVERSITY INSTITUTE COLLABORATION

Date: 05.12.2022



Memorandum of Understanding (Non-Financial)

This Memorandum of Understanding has been made and agreed upon between the parties mentioned below, signed on by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

Vignan Pharmacy College, herein after referred to as VPC, has its registered office at Vadlamudi, Guntur - 522 213 called as "First Party" which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PARTY

And

KRISHNA UNIVERSITY COLLEGE OF PHARMACEUTICAL SCIENCES & RESEARCH, Realizing the increasing importance of Pharmacy, Krishna University on its inception year i.e. 2008 started M.Sc., Pharmaceutical Chemistry as a Regular Course. Later by considering the importance of Post-Graduation in Pharmacy, M. Pharmacy in the specialization of Pharmaceutical Chemistry with twelve intakes has started in the year 2009 and M. Pharmacy in the specialization of Pharmaceutical Analysis with eight intakes was started in the year 2010. Since the introduction of said courses many of the alumni students are well settled in Industry, Academia and Research. Some of our Alumni are practicing as Registered Pharmacists in European countries like Canada, England and middle east countries like Dubai. The department is having MOUs with several Pharmaceutical industries, like Larus Labs, most of the students who are joined in the said courses are easily absorbed in to the Pharmaceutical Industry. Department of Pharmacy is also offering Ph.D in the Pharmaceutical Sciences from the year 2010, since then approximately eighty students are enrolled for their Ph.D in Pharmaceutical Sciences and Ten members are already awarded with their Ph.D. With the untiring efforts of Present Vice-Chancellor Prof. K.B. Chandra Sekhar, a separate Pharmacy College was sanctioned in the recently held executive council meeting with a sanctioned amount of Rs.6 cores for the construction of Building with necessary infrastructure. University administration is taking all the measures for starting B. Pharmacy course in the University Campus College, Rudravaram from this academic year (2020-21) onwards.

WHEREAS VPC would be taking steps for the implementation of relevant programmes, mutually decided by both the parties, which would aim to enhance the employability of students by equipping them with industry relevant skills.



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RUDRAVARAM (V)
MACHILIPATNAM - 521 004
ANDHRA PRADESH, INDIA**



AND WHEREAS KRISHNA UNIVERSITY COLLEGE OF PHARMACEUTICAL SCIENCES & RESEARCH, herein after referred to as KrUCOPSR, through its Education & Training Initiatives will support to help improve the quality and the employability skills of students of Vignan Pharmacy College. In this regard, there are various Technical and Non- Technical training possibilities to meet this objective.

Now it is hereby mutually agreed amongst both parties to this MoU and bind themselves to the terms and conditions enumerated in succeeding paragraphs/Annexure-A

1. Purpose

Both VPC and KrUCOPSR have evaluated and considered its feasibility and agreed in rendering collaborations for the purpose of further enhancement of various activities such as

1. Collaborative Training activities for students.
2. Placements for eligible students of both the parties.
3. Entrepreneurial development activities with KrUCOPSR.
4. Faculty development programs to enhance the skills
5. Training for lab technicians / Lab Assistants.
6. Collaborative research works.
7. Jointly organizing workshops, seminars and field visits.

2. Scope

- a. By virtue of this Agreement, other than Vignan Pharmacy College and KrUCOPSR, no third party shall lay claim over the agreed activities.
- b. VPC shall render all assistance in engaging and will deploy its personnel as may be required for achieving its end of this agreement at the discretion of the Principles of VPC.
- c. KrUCOPSR shall engage its resources and infrastructure for above mentioned purpose activities as may be required for achieving the ends of this agreement at the discretion of the REGISTRAR & Principal- KrUCOPSR.



3. Roles and Responsibility

The principal roles and responsibility of the parties will be as set out in Annexure-A.

Parties Shall

- a. Not use other party's Intellectual Property unless the other party consents to such use.
- b. Not to do anything which in the reasonable opinion of the other party is or will be harmful to the reputation of the other party.
- c. Keep each other informed of any matters relevant to the overall functions in relation to this agreement.
- d. Share their expertise or any other information which would be of mutual benefit.

4. Roles and Responsibility

The principal roles and responsibility of the parties will be as set out in Annexure-A.

Parties Shall

- a. Not use other party's Intellectual Property unless the other party consents to such use.
- b. Not to do anything which in the reasonable opinion of the other party is or will be harmful to the reputation of the other party.
- c. Keep each other informed of any matters relevant to the overall functions in relation to this agreement.
- d. Share their expertise or any other information which would be of mutual benefit.

5. Financial Terms and Conditions

This will be a Non-Financial, MoU where KrUCOPSR & VPC will train the students by utilizing the available human resources and infrastructure by following the regulations of other parties.

6. Duration/ Term of the MoU

- a. The MoU shall begin from the date of its execution by the parties here to.
- b. This MoU shall continue in full force and effect up to 5 years from the date of signing.
- c. Validity of this MoU shall be extended sufficiently early for further period/batches on Mutual agreement by the parties to the MoU.



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This memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on yearly basis.

7. Duration/ Term of the MoU

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- c. Validity of this MoU shall be extended sufficiently early for further period/batches on Mutual agreement by the parties to the MoU.
- d. This memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on yearly basis.

8. Termination

- a. Either party may terminate this MoU by giving 3 (three) months, notice in writing served on other.
- b. Save as otherwise set out in this MoU, the termination of this MoU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

9. Confidentiality

A. For the purposes of this Agreement, each party shall be a "Disclosing Party" with respect to its own Confidential Information and the "Receiving Party" with respect to the Confidential Information received from the other party. "Confidential Information" shall mean all information provided by the Disclosing Party to the Receiving Party hereunder, regarding its business or products, including, without limitation, financial or other documents, processes, techniques, know-how and plans, drawings, analytical and other methodologies, test data, work papers, compilations, projections, studies, summaries, marketing information and plans, suppliers and other correspondence (including copies thereof) derived, learned or prepared by either party in connection with the Purpose.

"Confidential Information" shall also include, whether in oral, visual, written, graphic or electronic form, whether or not marked as "Confidential", "Proprietary", or "Restricted" or some other similar marking, and any information the nature of which is such that a reasonable person would consider the information to be confidential or proprietary.



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CHIDRAVARAM (V)
MACHILIPATNAM



B. Exceptions to Confidential Information. This obligation of confidentiality shall not apply to information which:

- a) at the time of disclosure is in the public domain;
- b) after disclosure becomes part of the public domain by publication or otherwise, other than by an unauthorized act or omission by the University, or employees;
- c) the VPC can establish by reasonable proof that, was in the possession of the KrUCOPSR at the
- d) time of disclosure and was not acquired directly or indirectly from VPC;
- e) becomes known to the VPC from a third party which has lawful access to such information and which may disclose the information without any obligation to KrUCOPSR; or with KrUCOPSR written permission, may be required for obtaining essential or desirable authorizations or rights relating to the Products from governmental authorities or as otherwise required by law.
- f) The parties agree to keep confidential and not to disclose to any other person, firm or entity this Agreement and discussions hereunder unless the other party gives its prior written consent to such disclosure.

C. The term of confidentiality clause would be 5 years

Each party designates the single point of contact person (SPOC), Mr.A.Viswanath Associate Professor & Dean IIT&P ,Vignan Pharmacy College from FIRST PARTY and Dr.P.Ram Babu, Professor &Principal KrUCOPSR

10. Indemnity:

VPC hereby indemnifies and agrees to defend and hold harmless to the KrUCOPSR representatives, employees, shareholders, successors and assigns, from and against any and all losses, claims, damages, expenses or fees (including attorney's fees) arising out of or related to any injury, disability or death caused or alleged to have been caused as a direct and/or indirect result of the agreement, and any other costs and expenses incurred in connection therewith as set out in which KrUCOPSR may sustain or incur in any actions by any person, organization or governmental entity or agency or otherwise as a result of the performance, breach or nonperformance by VPC its agents, employees, representatives or assigns of VPC's obligations or duties under this Agreement.



Further, VPC faculty hereby agrees that it shall take all the responsibility for any loss, damage etc., on behalf of students being arranged in the scope of MOU. KrUCOPSR shall not be responsible for the same.

11. Representations and Warranties:

Each of the Party represents and warrant that:

It has power to execute and enter into this Agreement and it has full right, capacity and authority to perform its obligations under this Agreement which when executed will constitute valid and binding obligations on it in accordance with its terms.

The entry and delivery of, and the performance by it of this Agreement will not result in any breach of any provision of applicable law, its constitutional documents, any other agreement and / or any court order, judgment, injunction, award, decree or writ that is binding on it and / or its assets, or result in any claim by a third party against the other Party; the execution and delivery of this Agreement and the actions contemplated hereby have been duly approved and authorized by all requisite actions and no other actions (corporate, statutory or otherwise) on its part are necessary.

- It has understood the terms of this Agreement and a copy of the Agreement has been provided to it;
- It has executed this Agreement of its free will and without relying on any statements made by the other Party or its representatives, agents or affiliates etc;
- The Agreement in respects is reasonable and necessary to protect the legitimate business interests of the Parties.

12. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood earthquakes, strike, lockouts epidemics, riots, civil commotion, government action, riots etc. Provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the force-majeure condition continues beyond six months, the Parties shall then mutually decide about the future course of action.



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13. Dispute Resolution

Any disputes and differences whatsoever arising under or in connection with this MoU which could not be settled by parties through negotiations, after the period of thirty (30) working days from the service of the notice, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the Amendment Act 2013. The parties will make reference for a sole arbitrator to be appointed by the parties in consultation with each other. The place of arbitration shall be at Machalipatnam. Upon approval by each party, this agreement will remain in effect for the period of 5 years, unless terminated earlier by either institution.

Renewal period of this co-operation can be extended by mutual consent in writing by both the parties.





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Annexure A:

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on 05.12.2022.

KRISHNA UNIVERSITY COLLEGE OF PHARMACEUTICAL SCIENCES & RESEARCH	VIGNAN PHARMACY COLLEGE
<p style="text-align: center;"></p> <p>Prof. D. SURYACHANDRA RAO Rector & I/C Registrar, KRISHNA UNIVERSITY, MACHALIPATNAM-A.P Mail ID: registrarku@gmail.com</p> <p style="text-align: center;">REGISTRAR KRISHNA UNIVERSITY RUDRAVARAM (V) MACHILIPATNAM - 521 004 ANDHRA PRADESH, INDIA</p> <p>Witness:</p> <p> 1. Dr. P. RAM BABU Principal, Krishna University College of Pharmaceutical Sciences & Research, Machalipatnam-A.P Mail ID: principal.krucopsr@kru.ac.in</p> <p>2.</p> <p style="text-align: center;"></p>	<p style="text-align: center;">For VIGNAN PHARMACY COLLEGE</p> <p style="text-align: center;"></p> <p>Dr. LAVU RATHAIAH Correspondent / President Chairman, Vignan Group of Institutions.</p> <p>Witness:</p> <p> 1. Prof. P. SRINIVASABABU Professor & Principal, Vignan Pharmacy College, Vadlamudi, Guntur - 522213 VADLAMUDI, GUNTUR (D.L.S.)</p> <p> 2. Mr. A. VISWANATH Associate Professor & Dean of Training & Placement Vignan Pharmacy College Vadlamudi, Guntur - 522213 Mobile : 8121108967 Mail ID: annambhotlaviswanath@yahoo.co.uk viswanath@vignanpharmacycollege.in</p> <p style="text-align: center;"></p>


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