



MEMORANDUM OF UNDERSTANDING BETWEEN  
**GURU NANAK COLLEGE OF PHARMACEUTICAL  
SCIENCES, DEHRADUN**  
**(BFIT Group of Institutions, Dehradun, Uttarakhand)**

AND

**GURUKULA KANGRI (DEEMED UNIVERSITY), UTTARAKHAND**

FOR

**ACADEMIC COLLABORATION**



M.K.Bhatia  
26/11/22  
Dr. M.K.Bhatia



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~~M. K. Gupta  
26/11/22  
Dr. Mohit~~

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### **Statutory Alert**

- Statutory Alert:**

  1. The authenticity of this Stamp certificate should be verified at '[www.shcilestamp.com](http://www.shcilestamp.com)' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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  3. In case of any discrepancy please inform the Competent Authority.



Fields of excellence, both the Parties hereto, are desirous of establishing a strong academic collaboration in the areas, identified for co-operation.

Both the Parties intend to put the broad terms of their collaboration in terms of this MoU. They also agree to commit and co-operate to the fullest extent to undertake joint responsibilities and activities by mutual understanding, on the terms mentioned in the Clauses, contained hereunder:

Both Parties have intent to collaboration as per below described Clauses of this MOU:

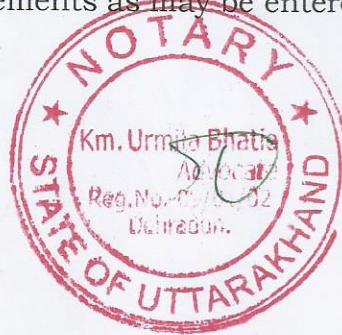
#### 1. Commencement and Duration:

This Memorandum of Understanding ("MOU") shall be effective from the date of its signing and shall continue for a period of 5 years unless terminated earlier in accordance with the provisions of Clause 6. Parties may further extend this MoU beyond the agreed period on the mutually agreed terms and with mutual written consent.

#### 2. Scope of the Activities:

(i) Clause 3 outlines the Scope of the activities agreed to be undertaken under this MoU. List of different areas of collaboration as contained in Clause 3 is not specific and exhaustive in nature. The areas of agreement outlined therein 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 the Parties. Thus, the Parties shall endeavor to elaborate these areas of collaboration and such additional areas, as may be mutually agreed upon between the Parties, shall also form part of this MoU.

(ii) mere agreement on the areas of mutual collaboration, as contained in Clause 3, does not create any binding and legally enforceable rights and obligations between the Parties at this point of time. Legally enforceable rights and obligations of each Party, under the umbrella of this MoU, shall be created by separate written agreements as may be entered into at a later stage.



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26/11/22  
Dr. Notary



(iii) All additional agreements, as may be entered from time to time in relation to the areas under collaboration, or during the implementation of programmes and activities specified in this MoU, including financial arrangements to meet the expenditure of such programmes and activities, shall be negotiated and determined mutually by the parties vide separate additional agreement, to be attached as the addend or the annexure to this MoU.

### 3. Broad Areas of Cooperation:

3.1 **Guru Nanak College of Pharmaceutical Sciences, Dehradun** and **Gurukula Kangri (Deemed University)** will discuss the possibility of cooperation in the following areas:

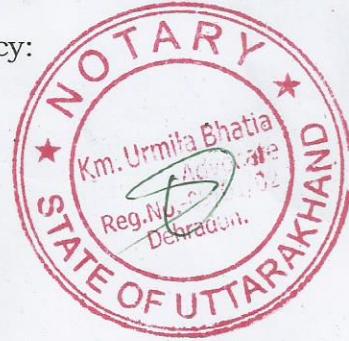
- ❖ Joint research
- ❖ Joint projects
- ❖ Dissertation projects for GNC College students at Gurukula Kangri (Deemed University) and vice- versa
- ❖ Organize joint seminars and conferences
- ❖ Joint publications
- ❖ Joint Patents
- ❖ Internships for students
- ❖ Access to research laboratories
- ❖ Joint submission of research proposals.
- ❖ Any other area that both Parties may deem fit from time to time.

3.2 Both the parties acknowledge that the financial arrangements, wherever involved, to carry out the above programmes and activities under collaboration will be mutually negotiated and approved after mutual consent of both the parties and shall be agreed to for each activity individually.

3.3 Revenue, if any generated from such activities shall be shared by the Parties in the proportion of their contribution in resource deployment and resource mobilization and such arrangement in revenue sharing shall also be worked in advance individually for each of the planned activities.

### 4. Confidentiality and Privacy:

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This MoU and all "confidential information" exchanged between the Parties pursuant to this MoU shall be held in confidence.

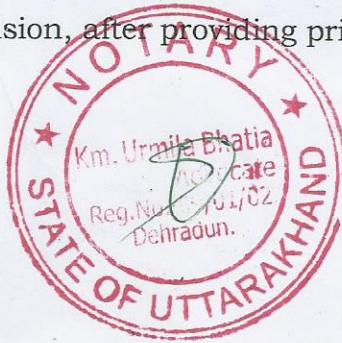
4.1 "Confidential Information" shall include:

- (i) Information in tangible form that bears a Confidentiality Legend such as Confidential/ Restricted/ Secret etc.
- (ii) Information in tangible form that does not bears any Confidentiality Legend; however, the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence.
- (iii) Any trade secret information of the disclosing party which was disclosed by the disclosing party under this MoU.
- (iv) Any other information that comes under the purview of intellectual property rights and protected by the disclosing party by intellectual property rights.

4.2 Confidential information shall not include:

- (i) Any data or information which is or becomes publicly available through no fault of the receiving party;
- (ii) Any data or information which is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (iii) Any data or information which is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (iv) Any data or information which is rightfully obtained by the receiving party from a third party or is in the public domain
- (v) Any data or information which is disclosed with the written consent of the party whose information it is, or
- (vi) Any data or information which is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

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4.3 Neither Party nor any of the Agents or affiliates of the Parties shall make any public announcement about this MoU and/or the scope of proposed engagement without the prior written consent of the other Party.

4.4 Both Parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement. Further both Parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

#### 5. Intellectual Property:

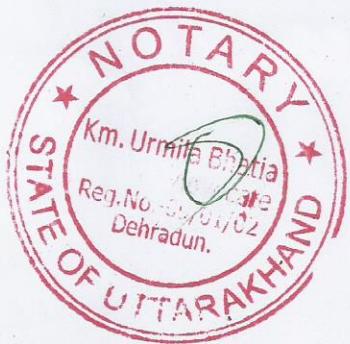
##### 5.1 "Intellectual Property" means and includes:

All copyright, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade mark, registered and unregistered designs, trade names, corporate signs, logos, software and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.

5.2 Parties shall recognize each other's intellectual property rights over their intellectual property and such other proprietary information and know-how which they may come across by virtue of this MOU. Nothing in this MoU shall confer on one Party any right or title in the intellectual property of the other Party.

5.3 No license is automatically granted under this MoU to any person to access the places or tangible or intangible property of the other Party either expressly or by implication or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be on case-to-case basis and shall be expressed in writing.

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Dr. Mohit





5.4 Both parties will take all necessary steps to protect the intellectual properties generated during the processes or activities shared by the parties.

5.5 Ownership and royalty of joint intellectual property rights regarding joint publications, joint patents, software, designs and product developed as a result of joint research or other activities undertaken in collaboration under the scope of this MoU shall be decided by the two parties by mutual consent.

#### 6. Termination:

6.1 This MoU may be terminated by mutual consent of the parties before its normal tenure of five (5) years.

6.2 This MoU can also be terminated by either of the parties by giving advance notice of two (2) month period without jeopardizing the ongoing collaborative activities.

6.3 The implementation and/or continuance of programmes or projects pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

#### 7. Force Majeure:

7.1 Neither Party shall be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a *Force Majeure* event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

7.2 Each party shall promptly inform the other of the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution.

7.3 "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God,

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26/11/22  
Dr. Mohit





This Memorandum of Understanding (hereinafter, referred to as the MoU), is made and executed at GND on this 26/11/22 day of Saturday 2022 by and between:

**Guru Nanak College of Pharmaceutical Sciences, Dehradun** having its Corporate Office at Jhajra, Dehradun

AND

*Gurukula Kangri (Deemed University)*, Uttarakhand, having its Registered Office at Haridwar, Uttarakhand-249404 (hereinafter referred to as *the Gurukula Kangri (Deemed University)*).

**Guru Nanak College of Pharmaceutical Sciences, Dehradun** and *Gurukula Kangri (Deemed University)*, Uttarakhand, are referred to individually as the "Party"; and collectively, as the "Parties".

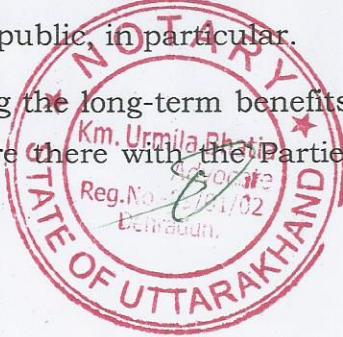
**Background and Purpose:**

Whereas, the **Guru Nanak College of Pharmaceutical Sciences, Dehradun** ranks among the top Pharmacy colleges in Uttarakhand and in northern India, in particular and is often considered as a most preferential destination amongst the students' fraternity due to its illustrious developing talent into teamwork and its fast pace of growth in Pharmaceutical world and

Whereas, the *Gurukula Kangri (Deemed University)* ranks among the top Universities, engaged in promotion of research and entrepreneurship in the field of Ayurveda, Traditional Medicines and medicinal plants, integration of Ayurveda with other branches of medicinal science; providing long lasting cure to human diseases, after identifying the root causes of the diseases and

Whereas, both the Parties are equally interested in working together to share the benefits of each other's strengths in research and other academic areas of common interest, for the mutual benefit of the students and faculties in general and for the benefit of public, in particular.

Now therefore, considering the long-term benefits of sharing academic and such other resources as are there with the Parties, in their respective



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26/11/22  
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civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government etc.

8. Governing Law and Dispute Resolution:

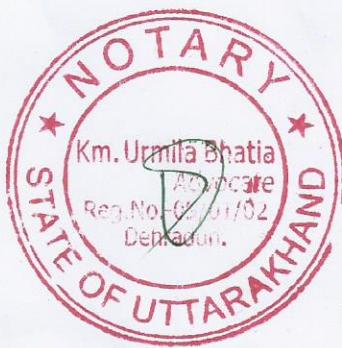
8.1 The validity, interpretation, enforceability and performance of this MoU shall be governed and construed in accordance with the Laws in India.

8.2 Any disputes arising between the parties out of or in connection with this MoU shall as far as possible be settled amicably.

8.3 If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Chandigarh. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

IN WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the day and year first herein above written

M.Kapta Dr. Mohit  
26/11/22  
Dr. M.Kapta





Guru Nanak College of  
Pharmaceutical Sciences,  
Dehradun **(BFIT Group of  
Institutions, Dehradun)**

Name and Signature

Principal, Guru Nanak College  
of Pharmaceutical Sciences,  
Dehradun  
**(BFIT Group of Institutions,  
Dehradun)**

Registrar  
**BFIT Group of Institutions,  
Dehradun**

Name, Signature and designation  
of Witness

Gurukula Kangri (Deemed  
University), Uttarakhand

Name and Signature

Dean/ Director, Pharmaceutical  
Sciences

Registrar, Gurukul Kangri  
(Deemed to be University),  
Haridwar

Name, Signature and designation  
of Witness



ATTESTED  
Km. URMILA BHATIA  
Advc & NOTARY  
Dist.-Dehradun  
29/11/22