

MEMORANDUM OF UNDERSTANDING
BETWEEN
COLLEGE OF PHARMACY, SOLAPUR
AND
VAMSI LABS LTD, SOLAPUR

This Agreement made and entered into on this SUNDAY of 13th OCTOBER 2013, between College of Pharmacy, Solapur (hereinafter called "COPS") situated at Jule - Solapur, Solapur - 413004, and VAMSI LABS LTD. (hereinafter called "VAMSI").

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to provide a formal basis for initiating interaction between COPS and VAMSI.
- b. to promote interaction between COPS and VAMSI in mutually beneficial areas.

2. PROPOSED MODES OF COLLABORATION

COPS and VAMSI propose to collaborate through:

- a. sponsoring R&D projects which may be carried out wholly / partly at COPS or VAMSI or both.
- b. training of VAMSI / COPS staff through Continuing Education Programs.
- c. sponsoring student projects / fellowships in B. Pharm and M. Pharm.
- d. any other appropriate mode of interaction agreed upon between COPS and VAMSI (Industrial visit, Industrial training of students and staff of COPS in relevant areas etc.,).

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at either's facilities with regular exchanges of results.

- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

1. Imparting training to industry employees.
2. Solving synthetic chemical problems / improvisation of existing synthetic schemes.
3. Separation and or isolation of industrially important chemicals (IICs) for further use.
4. Physical, chemical characterization of isolated IICs.
5. Biological evaluation of IIC's.
6. Brainstorming the staff of either parties in relevant areas.
7. Developing of suitable chemical candidates into a formulation.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each of the research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties like national / international funding bodies.
- c. the treatment of intellectual property and data rights, including patents which result from the research collaboration could be decided based on mutual understanding.
- d. the period, the detailed scheme of funding and its utilization semester-wise, method of monitoring the progress of the project and completion of the project in a mutually acceptable way.

General Terms of Agreement:

CANDIDATE MOBILITY-

1. Both institutions shall provide information about the number of participants with full logistical details (arrival, duration of training) sufficiently well in advance.
2. The host institution shall provide full access to libraries, laboratories and other relevant facilities.

RESEARCH PROJECT

1. Research projects and the composition of the research teams shall be approved by the participating institutions along with justification of members of the team.
2. Both the institutions shall seek funding for joint programs from every possible source.
3. All publications resulting from the collaboration between the two institutions shall be mentioned in the scientific reports of the two institutions.
4. All the intellectual property shall be jointly owned by VAMSI and COPS.

6. CONFIDENTIALITY

- a. Confidentiality of project shall be maintained to the satisfaction of the both parties.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party.

8. ASSIGNMENT

1. Imparting training to staff members: about the newer developments and newer amendments in GMP, GLP, D & C Acts.
2. Solving synthetic chemical problems / improvisation of existing synthetic schemes: any process related problem would be worked out and or improvisation of existing chemical processes for economy, environment friendliness, high yields by combined efforts of VAMSI-COPS research group.
3. Separation of industrially important chemicals (IICs) from mother liquor for further use: Chromatographic separation / isolation of impurities / side products, which may be present in gram quantities that on purification could act as a high value material/s.
4. Physical, chemical characterization of isolated IICs: aimed at exact identification of the isolated chemicals, so that, they can be synthesized, compared and procedures drafted for identifying the same in the drug sample.

5. Biological evaluation of isolated IIC's: aiding in evaluating the pharmacological, toxicological investigations of these pure chemicals, which is not possible, otherwise.
6. Developing suitable chemical candidates into a formulation.

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

9. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

10. SIGNED IN DUPLICATE

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

On behalf of

COLLEGE OF PHARMACY,
SOLAPUR.

VAMSI LABS LTD., SOLAPUR

By

By

Name : Prof. RAVIKANT Y. PATIL

Name : Mr. KESAVA REDDY

Title : PRINCIPAL

Title : DIRECTOR

Date : 13th October 2013

Date : 13th October 2013

Witness :

Witness :

1.

Dr. M.S.Kalshetti

1.

(G. P. Reddy)

2.

Mr.G.B.Gajeli

2.

(N. K. Alwal)

