

**MEMORANDUM OF UNDERSTANDING (MOU)  
ON COLLABORATIVE RESEARCH**

**BETWEEN**

**Kalyani Goraksha Kendra's**

**Krishi Vigyan Kendra, Kalwade**

**A/P Kalwade, Tal-KARAD Dist.- SATARA**

**Pin-415539, MAHARASHTRA.**

**AND**

**Shree Santkrupa Shikshana Sanstha's**

**SHREE SANTKRUPA COLLEGE OF PHARMACY**

**Shivaji nagar, Karad - Ratnagiri Highway,**

**GHOGAON-415 111, MAHARASHTRA, INDIA**

## 1. PURPOSE OF THE MOU:

Whereas two organizations, *Krishi Vigyan Kendra* having its registered office at A/P Kalwade, Tal-KARAD Dist.- SATARA, Pin-415539, MAHARASHTRA. [hereinafter referred to as 'KVK'] and *Shree Santkrupa Shikshana Sanstha's Shree Santkrupa College of Pharmacy, Ghogaon* its registered office at *Shree Santkrupa Shikshana Sanstha's* campus, Karad - Ratnagiri Highway, Solapur- 415111, Maharashtra, India (hereinafter referred to as 'INSTITUTE') have mutual interest in collaborative extension and research work having application in the field of *Scientific Agriculture, Medicinal Plant Cultivation, Value Addition to Agri Products and Pharmaceuticals* on regular basis in an ongoing manner.

- A. The parties wish to record in this memorandum of understanding (MOU) the basis and principles concerning research work conducted jointly by Krishi Vigyan Kendra and Shri Santkrupa Shikshana Sanstha's Shree Santkrupa College of Pharmacy, Ghogaon.**
- B. This MOU is not intended to be a binding agreement between the parties hereto with respect to the subject matter hereof. A binding agreement will not occur unless and until the parties have negotiated, approved, executed and delivered an agreement. Until the execution and delivery of the agreement, either party shall have the absolute right to terminate all negotiations for any reason without liability hereof.**

The KVK essentially being a **Semi-governmental** organization has necessary expertise and is basically interested in Agri Promotion and Extension Activities **also in applied research resulting in product/process development for commercial exploitation (??)**. Aim of all such activities are directed at promoting good agricultural practices, improving economic status of farmers and also conserving water and soil using scientific methodologies.

The INSTITUTION on the other hand due to its strategic location and reputable existence over the years has enormous good will, interest, manpower and necessary complementary skills, infrastructure and technologies to exploit the agri / farm produce through value addition.

Both the organizations agree to the following guidelines for collaborative efforts for projects outlined in Annexure A.

## 2. CONTACTS:

The official contacts relative to this Memorandum of Understanding [MOU] are as listed below; however, contact between individual scientists and managers in both of organizations is encouraged as this will facilitate increasing collaboration.

<b>Dr. Vijayanand R Aralelimath</b>	<b>Dr. Bhaskar S Khandekar</b>
Principal and Head Dept. of Pharmacology, Shree Santkrupa College of Pharmacy, Ghogaon	Senior Scientific Officer and Head, Kalyani Gorakshana Samiti's Krishi Vigyan Kendra, Kalawade
Shivaji nagar, Karad - Ratnagiri Highway, Ghogaon 415 111.	Tal- KARAD. Dist.- SATARA KARAD - 415539

### 3. SCOPE OF COLLABORATION:

Collaborations under this memorandum of understanding (MOU) may include, but are not limited to the following:

- 3.1. Service work provided by INSTITUTE for research performed either as KVK or INSTITUTE site;
- 3.2. Research contracts financed by KVK / INSTITUTE for research performed at KVK / INSTITUTE site and;
- 3.3. Joint research projects (funded/financed) by a third party submitted by both parties.
- 3.4. Promotion of Good Agricultural Practices (GAP) to produce exportable quality produce.
- 3.5. Encourage, motivate farmers to practice scientific and environment-friendly **agriculture methodologies (any other suitable technical term ???)** for economic prospects.
- 3.6. To provide platform to add value to the farm produce through processing.
- 3.7. To create awareness about national and international standards of quality for fruits, vegetables, medicinal plants and the products thereof.
- 3.8. To promote cultivation, value addition and maintain a sustainable supply of necessary raw materials to Ayurvedic manufacturers.

### 4. TEAM:

Both above mentioned parties will form a team consisting of working and consulting members from both members / employees / students / of both party constituents for collaborative work to be performed at INSTITUTE / KVK for research and development / extension of above mentioned projects and will appoint a Chief Investigator (hereinafter referred to as 'CI') who will be appointed for each project before starting of project and will be added in **Annexure A** along with the title of the project with signature of both the official contacts mentioned in page 2, along with CI. Annexure A shall be appended as and when the projects are added.

#### **4.1 RESPONSIBILITIES:**

4.1.1. It is understood by both parties involved in the project that they will continue to fulfil their expected team responsibilities. Their objectives will be set in the regular meetings of above mentioned contracts including all personnel working under entitled projects, they will discuss how the project can be implemented and tasks will be designed thereafter by contacts. Any person found not to work efficiently, shall be liable for explanation to above mentioned contacts. Any further action necessary shall be taken by both contacts.

4.1.2 Team members from both parties will bear responsibility of non-disclosure of the above mentioned collaborative research, any person found guilty for disclosing project details shall be liable for action as set by both parties in nondisclosure agreements to be signed by all researchers to safeguard the intellectual property.

#### **5. COMMUNICATION:**

Above mentioned contacts from both parties will review the progress of their project with the collaborative team. Such meetings may be set up twice in a year or as necessary.

#### **6. TIME:**

6.1. *Duration of the projects:* Initial commitment to this MOU is estimated to be for a **period of three years starting from the date of signing** this agreement and projects will be assigned with this time-line. It may be renewed for further duration on existing or mutually acceptable terms.

6.2. *Percentage/ Actual amount of time:* INSTITUTE and KVK commit to effective implementation of regular monthly targets. It is understood and agreed upon that the working personnel will work on weekly schedule. Both parties will set and keep the account of this (working) time.

6.3. *Meeting:* It is understood that both INSTITUTE and KVK personnel involved in the project will continue to fulfil their expected team responsibilities and will furnish their commitments to compulsory meetings, conferences and events. Any potential conflicts regarding the execution of projects will be communicated at the earliest possible time to the contacts mentioned for every project and resolved amicably.

## **7. FINANCES:**

- 7.1. The cost and expenses associated with each project shall be decided and addressed separately in a commercial agreement and may vary with nature of each project. The commercial terms agreed in the commercial agreement shall be acceptable and binding on both the parties for the project cost purpose.
- 7.2. The **Institute** shall reimburse the following expenses or provide in kind the following:
- 7.2.1. All the materials and other consumables which may be required for executing the projects, charges incurred for tests undertaken at other laboratories, if any.
  - 7.2.2. Travelling allowance, dining allowance, hotel allowance for the travel of any team person regarding development of above mentioned projects. Reimbursement should be made within 30 days of receipt of said expense statement / claim by a member.
  - 7.2.3. Charges and fees for any third person / organization consulted for the development of above mentioned projects if mutually considered necessary.
  - 7.3.0. The **Institute** will incur all expenses and fees related to filing of patents undertaking searches and any litigation with respect to the filed patents.

## **8. OWNERSHIP:**

Any intellectual property developed through this collaboration shall be assigned to the **INSTITUTE**. The research workers and through them the institution shall continue to be named as the inventors. The inventors may include researchers who are employees of the **INSTITUTE** in case they have contributed in developing the intellectual property. The detailed rights and conditions related to exercise of intellectual property ownership are further clarified below:

### **8.1. INTELLECTUAL PROPERTY:**

In the course of the conduct of the research or services required under contracts that may be developed, prior protected / non protected intellectual property (patents) of **INSTITUTE** may be utilized, new intellectual property (patents) may be developed and opportunity for synergic benefits from the combining of intellectual property envisioned. The following rights and responsibilities will pertain:

#### **8.1.1. PRIOR INTELLECTUAL PROPERTY:**

Intellectual property (patents) of **INSTITUTE**, protected or unprotected, that exists prior to the beginning of the joint effort that is utilized or disclosed as a part of the design or implementation of

both these projects will remain the sole property of the INSTITUTE. Protection of prior intellectual property of INSTITUTE, which is being disclosed to KVK, will also become the responsibility of the KVK. The partner organization will maintain confidentiality of all such property and shall not use the information for any purpose other than those authorized in writing by the owner of intellectual property. However, wherever the KVK's services are employed for patent filling, sealing, protection of the know-how developed, INSTITUTE will automatically assign the know-how to KVK on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause no 7 (finances). Additionally, a lump sum technology transfer charge to INSTITUTE may be considered on a case basis.

#### **8.1.2. NEW INTELLECTUAL PROPERTY:**

In instances where new intellectual property is anticipated as a result of the project (joint research projects) KVK will take all responsibility regarding filing, and processing of collaborative intellectual property (which includes all expenses for any pre grant or post or post grant oppositions). This intellectual property shall be jointly held and patented with the KVK as an applicant / assignee and researchers / institute named as inventors. Any further commercialization should be addressed in that specific contract before commencement of any research activities.

### **9. JOINT PROPOSALS FOR THIRD PARTY PROJECTS:**

- 9.1. As mutually beneficial opportunity presents, KVK and INSTITUTE may elect to submit joint proposals to other (third party) clients for research or development of specific part of project or develop products according to their need for their commercial use. All such use of above mentioned joint project could be conducted. The joint working and division of responsibilities and sharing or rewards will be mutually finalized for each such project based upon individual contribution. Based upon the nature and content of the third party project, any one out of the company and institute shall become the principle service provider and the other subsidiary provider to the third party. In general, for all financial arrangements & agreements made with third parties for generating technology resulting from projects basically initiated by the INSTITUTE & commercialized, the share of the benefits between KVK & INSTITUTE will be as mutually agreed at the time of the agreement.
- 9.2. The equipment and instrument purchased from the finance generated from the third party shall be the sole property of the INSTITUTE.

## **10. CONFIDENTIALITY:**

### **10.1. PROPRIETARY BUSINESS INFORMATION:**

Each organization acknowledges and agrees that its fellow collaborator is engaged in service, research activities in which it is or may be crucial to develop and retain proprietary, trade secrets, and other confidential information for the benefit of the both organization (collectively, "Proprietary Information"). Accordingly, no organization shall at any time during or after the termination of this MOU, either directly or indirectly-

10.1.1. Divulge or convey proprietary information to any entity or individual, except as may be expressly authorized in writing by its fellow organization during or following the completion of the contractual relationship; or

10.1.2. Use any proprietary information for the organization's own benefit or the benefit of any entity or individual other than the organization owning the proprietary information. The proprietary information to which the collaborating organization may have access may include, but is not limited to, matters of a technical or intellectual nature such as inventions, designs, drawings, models, plans, improvements, processes of discovery, techniques, methods, ideas, discoveries, developments, know-how, formulae, compounds, compositions, specifications, specialized knowledge. The owner of such proprietary information shall mark all documents, it considers covered by the clause as confidential before providing them to its collaborator. Regardless of whether the information supplied pursuant to the said purpose is marked confidential or not, if the same falls within the above mentioned definition, it will be deemed to be proprietary information.

Proprietary Information will be transmitted "*as is*" and with all its faults, provided that in no event shall company be liable for the accuracy or completeness of the proprietary information.

### **10.2. PROPRIETARY PERSONAL INFORMATION:**

During course of the collaborations, either entity may have access to private and personal information regarding their partners, customers, management, and shareholders, including, but not limited to, information regarding their personal, legal, or business affairs. KVK and INSTITUTE understand and agree that the disclosure of any information whatsoever regarding the partner could be damaging. Each institution therefore agrees not to disclose any such information to any person entity including the media during or after the term of this MOU, except as required for the purposes of fulfilling the requirements of specific collaborations or as expressly authorized by the partner institution in writing, or as required by law.

## **11. APPLICABILITY OF THE MOU TO EMPLOYEES OF THE ORGANIZATIONS:**

During course of the collaborations, either entity may have access to private and personal information regarding their partners, customers, management, and shareholders, including, but not limited to, information regarding their personal, legal, or business affairs. KVK and INSTITUTE understand and agree that the disclosure of any information whatsoever regarding the partner could be damaging. Each institution therefore agrees not to disclose any such information to any person entity including the media during or after the term of this MOU, except as required for the purposes of fulfilling the requirements of specific collaborations or as expressly authorized by the partner institution in writing, or as required by law.

## **12. ADMINISTRATION OF THE MOU:**

**12.1. *The MOU will come into effect on the day on which it is signed.***

**12.2. *The term of the MOU will be three years from the effective date.***

## **13. AMENDMENT:**

This MOU may be amended by mutual consent of both the parties.

## **14. TERMS & CONDITIONS:**

This MOU shall continue in full force and effect for a period of three years from the date of signing and can be terminated by either party by giving ***one (1) months prior notice*** to the other party. The INSTITUTE will not enter into an agreement with /or share the research work undertaken by this MOU with any third party without prior permission of the KVK. In case, the INSTITUTE wishes to share or disclose the information with any third party, it can be done only after making good the loss suffered by the KVK in this behalf.

## **15. OBLIGATIONS OF THE COMPANY:**


The KVK obtains and keeps valid all applicable authorized, consents, approvals, licenses, and clearance that are necessary for the performance of its obligations set out in this MOU. **The**



INSTITUTE will be responsible for the quality parameters of the products or for its ill effects including for claims and damages.

IN WITNESS WHEREOF the "KVK" and the "INSTITUTE" named above have set their respective hands and signed this MOU at GHOGAON in presence of attesting witness, signing as such on the day mentioned herein below.

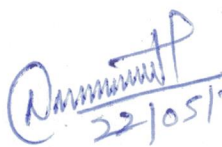
Signed by:

Signature  22/05/22

Date: 09/10/21

Senior Scientific Officer and Head,

Kalyani's Gorakshana Kendra's  
Krishi Vigyan Kendra,  
Kalwade - 415539.

Signature  22/05/2022

Signature


Date: 09/10/21

Principal

Shree Santkrupa College of Pharmacy,  
SSSS Campus, Shivajinagar,  
Ghogaon-415 111.

In the presence of

Witness


Signature  22/5/22

Date: 09/10/21

Name:

Mr. Daulat S. Charan  
Sub Divisional Agriculture  
officer Karad.


Witness

Signature  22/5/2022.

Date: 09/10/21

Name: Dr Swanand Kulkarni

Principal, SSIET,  
Shivajinagar, Ghogaon - 415 111.

 22/5/2022  
Mr. Dattatray A. Kharad  
Technical officer  
SDAO office, Karad  
Dist. Satara