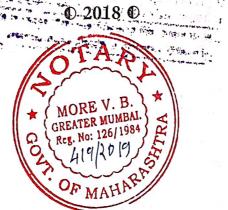


महाराष्ट्र MAHARASHTRA



AP 093152

प्रधान मुद्रांक कार्यालय, मुंबई। प.म्.वि.क. ८००००९ २ ८ МАҮ 2019 सक्षम अधिकारी

श्री. सी. टी. आंबेकर

TRIPARTITE MEMORANDUM OF UNDERSTANDING (MOU)

FOR RESEARCH PARTNERSHIP AND COLLABORATION

This Tripartite MOU is made and executed at Mumbai on this date of 12<sup>th</sup> June of the year 2019.

BETWEEN

"AYURVIDYA PRASARAK MANDAL", a registered public charitable trust having registration no- F-3557 registered under Bombay Public Trust Act, 1950 having its registered office at "Ayurvidya Prasarak Mandal", Near Sion Railway Station, Sion (East). Hereinafter referred to as "TRUST" [which expression shall, unless it repugnant to the context or meaning there of be deemed to mean and include its successors and permuted assigns] and having PAN No- AAATAO398K of the ONE PART, through its Secretary

AND

and a

gh. A

VASANTE MORE NOTARY OR MUMBAI

1

जोडपत्र-२/ANNEXURE - 11 15 7NN 5010 प्रदाक विकी नींद वर्षी अनु , राजांक ; हिनांत, Seried No. / Date रसत्तवा क्लार / अनुष्येत (क्यांत, (Nature of Document) MOU दस्त बांद्रणी करणार आहेत का ? Whether it is to be Registeren) MANDAL चित्रकर्ताचे शाडक्यात वार्ग्न. मिक्स्तीच भाइक्यात वणनः (Property Description in torict) पूर्वात द्वाता वणाऱ्याच नाव संदर्भ भूराक जिला वणान्यार कर है। (Sname Furchaser's isanic & S हरी अस्ताम स्थाने हात व स्मान एएँ 4: through other person then h Signature) दुग्यः प्रश्वत्रापि नीव (Nume of the other Party) म्हाक शुल्क क्लिम (Stamp Duty Ametant) परनमधारक पुदानः विकासानी सुद्धी अभिज्ञास P. DOOA LSW No. 8000000 6, Kondaji Bldg. No. 3, Nr. Tata Hospital, Parel, Mumbai - 400 012.

ज्या सहस्राहात्रः ज्यांनी पृदांक स्रोती केल् न्यांनी न्यान कारवासार्जा पुदांका ज्यांनी केल्लापासून ६ पहिन्यात वापरण बंधन कारक, हार्ड

000

\* MONE OCANON

WASANT E. MORE NOTARY CR LOVATERI Shree Dhootapapeshwar Limited, a Company formed and registered under the Companies Act, 1956/2013 having Corporate Identification Number (CIN) U24239MH1948PLC006626 and registration number is 6626 having its registered office at 135 Nanubhai Desai Road, Near Wilson High School, Mumbai Maharashtra Pin 400004 hereinafter referred to as "SDL" [which expression shall, unless it repugnant to the context or meaning there of be deemed to mean and include its successors and permuted assigns] as "SECOND PART" through its Advisor - Ayurveda.

#### AND

Shree Dhootapapeshwar Ayurvedic Research Foundation having its registered office at -135, Nanubhai Desai Road, Near Wilson High School Mumbai -400 004 hereinafter referred to as SDARF [which expression shall, unless it repugnant to the context or meaning there of be deemed to mean and include its successors and permuted assigns] as Party of "Third Part" through its Director.

# Whereas

BIE

- 1. "Ayurvidya Prasarak Mandal", Sion, Mumbai runs Ayurved Mahavidyalaya, Sion, Mumbai-22 which is recognized by Government of Maharashtra, Government of India and getting 100% salary grant for staff working on Govt. sanction post, can be called as Government Grant-in Aid College. The college is conducted as per norms of Central Council Of Indian Medicine, New Delhi and Ministry of AYUSH, Government of India, under the name and style of "AVPM'S Ayurved Mahavidyalaya, Sion, Mumbai-
- 2. "AVPM'S Ayurved Mahavidyalaya, Sion, Mumbai-22" imparts B.A.M.S. (UG) and (P.G.) i.e. M.D./M.S. (Ayurved) as well as Ph. D. Courses in (Dravyaguna) Ayurved.
- 3. Shree Dhootapapeshwar Limited is a reputed Ayurvedic Pharmacy and established in 1872, with the aim of manufacturing Safe, Efficacious, Standardized and Quality Ayurvedic Health Care formulations. Also, it has an established excellent animal house facilities complying with all regulatory, ethical and scientific requirements, offers safety evaluation solutions to innovators.
- 4. Shree Dhootapapeshwar Ayurvedic Research Foundation is a research foundation primarily engaged in conducting research and extensively involved in undertaking the scientific research for the extension of knowledge in the fields of healthcare in the Holistic Ayurvedic way. It also aims at helping the other scientific work in connection with Ayurvedic Industry. Now, therefore the parties hereto have agreed to enter into Memorandum Of Understanding (MOU) considering the long term benefits of sharing knowledge between the Shree Dhootapapeshwar Limited and Ayurvidya Prasarak Mandal, Sion, Mumbai- 400022 and to establish a vibrant academic collaboration, by undertaking joint activities in their respective fields of education and research in the Ayurved fraternity for the P.G. as well as Ph. D. students and faculty members.

# IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS UNDER.

- 1. Share the library, scientific literature facilities and animal house facilities, mutually by giving access to library and other resources of either Institute to the scientists/ students/ research personnel.
- 2. Encourage the research/ Graduates students of AVPM'S Ayurved Mahavidyalaya, Sion, Mumbai-400022 to visit SDL for short duration for getting research inputs and guidance upon recommendation from the research guide/ faculty members of Ayurvidya Prasarak Mandal, Sion, Mumbai- 400022
- 3. Encourage students/ faculties of either Institute to attend lectures, seminars, workshops and conferences in the respective areas of interest.
- 4. Encourage joint research activities and projects by faculty members and students of institutes.
- 5. SDL will make library, scientific literature facilities available for the students who are working on the research projects for the identifies tasks for scope of the project.
- 6. SDL will carry out activities related to Lab animals in CPCSEA approved facility of Shree Dhootapapeshwar Ayurvedic Research Foundation.

# **Coordinating Committee**

a) There will be co-ordinating committee consisting of the Secretary of Ayurvidya Prasarak Mandal, Sion, Mumbai and Managing Director of Shree Dhootapapeshwar Limited, representative of SDARF, representative of SDL, president Ayurvidya Prasarak Mandal (AVPM), Gen Sec or Trustee / Council member and Principal of Ayurved Mahavidyalaya and if necessary, two additional members from each Institute who will be responsible for the effective implementation of the MOU.

b) If any charges/ expenses are to be paid by either Institute for the facilities/services availed or for the facilities provided by the SDL or the Ayurvidya Prasarak Mandal, such will be decided by the co-

#### Disclosure:

Ayurvidya Prasarak Mandal, Sion, Mumbai and Shree Dhootapapeshwar Limited shall, on their respective communications, make a mention of this RESEARCH PARTNERSHIP AND COLLABORATION. Any referred communications will be sent for review and approval by the co-ordination committee.

#### Secrecy

It is herby agreed that Ayurvidya Prasarak Mandal, Sion, Mumbai and Shree Dhootapapeshwar Limited shall keep information and data collected in the joint projects completely secret.

#### Duration

he MOU is valid for a period of 3 years from the date of signing.

#### ndemnity

Trust agrees to indemnify SDL and SDARF for acts of its graduates/students deputed to SDL for training and research purposes. The Trust irrevocably and unconditionally agrees to indemnify and hold harmless SDL & SDARF, and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any acts or omissions resulting from the graduates/students of trust deputed in connection with this MOU. This indemnity will survive the expiry or termination of this MOU.

#### No partnership or agency

Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

#### CONFIDENTIALITY

Each Party agrees and undertakes to treat any Confidential Information which may come to its knowledge as strictly confidential and not to at any time during or after the term of this MOU, use or disclose, reveal or divulge any Confidential Information to any third party (including such Party's affiliated companies, subsidiaries and/or related companies).ARBITRATION, APPLICABLE LAW AND

## JURISDICTION

Any dispute between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel consisting of the Trust, SDL and SDARF. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mumbai. The decision of the arbitrator shall be binding on both parties.

AR DU A

3

This MOU shall be governed by the Laws of India and subject to the jurisdiction of Courts in Mumbai.

#### Termination

Either party is free to terminate the agreement by giving a notice of 1 month.

## **Governing Law**

The contract shall be governed by the Law of India for the time being in force.

In witness whereof the parties hereto have signed, sealed and delivered this agreement on this day, month and year first above written in presence of :

For Ayurvidya Prasarak Mandal, Sion, Mumbai

For Shree Dhootapapeshwar Limited

Shree Dhootapapeshwar Limited

Advisor - Ayurveda

Sawant

Dr. Ashanand

Secretary

Ayurvidya Prasarak Mandal, Sion, Mumbai

General Secretary, Ayurvidya Prasarak Mandal Sion, Mumbai - 400 020

For Shree Dhoetapapeshwar Ayurvedic Research Foundation

For SHREE DHOOTPAPESHWAR AYURVEDIC

MULLI BESEARCH FOUNDATION Shri. Ranjit Anand Puranik

Director

DIRECTOR

Witnessed by 1.Vd. S. M. Satpute Principal

Principal Ayurved Mahavidyalaya Near Sion Railway Station, Sion, Mumbai - 400 022.

2. Vd. A. D.Ramteke Dept& HOD Dept. of Dravyaguna ATTESTED BY ME Vasant B. More Notary Gr. Mumbai

REGISTER Sr. No.419/2019

