

Date : 01.11.2018

Memorandum of Understanding

This is the memorandum of understanding between Elite Institute of Pharma Skills, full address Office No. 12; Shevale complex, Opp. Elpro Main Gate, HDFC Bank Chowk, Behind Annapurna Restaurant, Chinchwad, Pune-411033(hereinafter referred to as **Elite**) and **Abhinav College of Pharmacy**, Narhe, Maharashtra 411041, (hereinafter referred to as **ACOP**).

Whereas **Elite** is involved in promoting awareness about Pharmacovigilance (PV) and Clinical Research (CR) and related guidelines in India and conducting courses in the field of PV and CR for students and professionals for creating a human resource who will be involved in the field of PV

AND

Whereas **ACOP** is involved in imparting education to students in the field of pharmaceutical sciences leading to Bachelor, Master or Doctoral degree in pharmaceutical sciences.

1. Objective

Elite and **ACOP** will jointly conduct Certification courses (Pharmacovigilance and Clinical Research) leading to proficiency in there guidelines, terminologies and Software handling.

2. Responsibilities

2.1 Elite

- 2.1.1 **Elite** will provide Resource persons for covering the course content.
- 2.1.2 **Elite** will conduct Classroom training or training through any other mode.
- 2.1.3 **Elite** will provide learning resources as needed.
- 2.1.4 **Elite** will evaluate the course participants for proficiency in course content.

2.2 ACOP

- 2.2.1 The faculty of **ACOP** will be involved in Design of course content.
- 2.2.2 **ACOP** will provide/arrange for the students/participants who want to attend the course.
- 2.2.3 **ACOP** will provide the infrastructure for conducting classroom or other sessions. (Lecture hall, Computer, Internet and LCD arrangements)

2.3 Elite and ACOP

- 2.3.1 **Elite** and **ACOP** will issue the "Certificate of Completion" to all participants.

3. Financial Arrangements

The financial arrangements between **Elite** and ACOP will be decided in mutual agreement.

1. The fees for the mentioned course will be 8000 Rs./Candidate. 300/- form fees will be charged extra for Registration.

4. Term of agreement

- 4.1 This agreement will be in force for a period of five years from the date of execution.
- 4.2 This value aided courses can only be conducted if minimum 30 students pay their entire fees.

5. Termination

- 5.1 This agreement may be terminated by either **Elite** or ACOP after providing a notice of 30 days.

6.  is the registered trademark of **Elite** and its use is not permitted without prior authorization

FOR ELITE INSTITUTE OF PHARMA SKILLS

For Elite Institute of Pharma Skills

Mrs. Archana D. Gawade

Date: 01.11.2018


PARTNER



For Abhinav College Of Pharmacy

Narhe, Maharashtra 411041

Dr. Patankar

Date: 01.11.2018

PRINCIPAL

ABHINAV EDUCATION SOCIETY'S
COLLEGE OF PHARMACY (B.PHARM)
NARHE, PUNE- 411 041





महाराष्ट्र MAHARASHTRA :- 6 NOV 2017

SM 352975

अनु.क्र. 48358 दि. मु. शु. रक्कम. 50000/-

दस्तावा प्रकार sev - Agent Fee

दस्त नोंदणी करणार आहे का ? होय / नाही
Sahyadri Hospitals Ltd.
Corporate Office

मुद्रांक विकत घेणाऱ्याचे नांव Plot No. 54, Surve No. 89 & 90,
Lokmanya Colony, Near Jeet Ground,
पत्ता Kothrud, Pune-411 038.

दुसऱ्या पक्षकाराचे नांव # 020-67215000

हस्त लेखणीचे नांव व Abhinav Education Society
Pruthi Gajmal Bhat

Pruthi Gajmal Bhat

संजय रंगनाथ चौधरी
बरवाना क्र. 2209998
१८४, कसबा पेठ, पुणे-११.

मुद्रांक विकत घेणाऱ्याची सही.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.



This stamp paper forms part and parcel of the Memorandum of Understanding between Sahyadri Hospitals Limited and Abhinav Education Society executed on 7th November, 2017

Pruthi Gajmal Bhat *Sanjay Rangnath Chaudhari*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 7th November, 2017

Between

Sahyadri Hospitals Limited, a company incorporated under the provisions of the Companies Act, 1956 bearing Corporate Identification Number U85110PN1996PLC099499 and having its registered office at Plot No. 54, S.No. 89 & 90, Lokmanya Colony, Kothrud, Pune – 411038 and represented by its Chief Executive Officer - Mr. Madhur Varma herein named as **party one**

And

Abhinav Education Society, a Trust registered under the Bombay Public Trust Act, 1950 bearing Registration No. F 16258 (Pune) and Societies Registration Act, 1860 bearing Registration Number Maharashtra/ 532/99/Pune having its registered office at 20/2/1, Ganaraj Heights, Kashinath Patil Nagar, Pune 411043 through its **College of Pharmacy** and represented by its President - herein named as **party two**

The parties hereto agree as follows:

1. Party one declares that Sahyadri Hospital is more than 300 bedded Hospital, with a minimum of 120 beds for General Medicine Department.
2. Party one agrees to provide to party two the minimum space necessary of 1200 square feet in the hospital building to establish Pharmacy Practice department for the conduct of Pharm.D programs.
3. Party one agrees to provide preceptors required to train the Pharm.D students.
4. Party one agrees that, it will not enter into similar agreement with any other Pharmacy institution/s or department/s offering or intend to offer Pharm.D programs.
5. The prospective students will be allowed to undergo training in the following specialty departments
 - Medicine
 - Surgery
 - Pediatrics
 - Gynecology and Obstetrics
 - Psychiatry
 - Skin and VD
 - Orthopedics



6. Party two will provide the academic staff and necessary infrastructure for Pharm. D course as per the PCI norms and takes the overall responsibility for smooth conduct of the programs.

7. This MOU is to be in effect at least for ten years from the time of its endorsement by both the parties.

8. The officials representing Sahyadri Hospital and Abhinav College are signing this MOU to achieve the beneficial objectives of Pharm.D programs.

**Authorised Signatory for
Sahyadri Hospitals Limited**



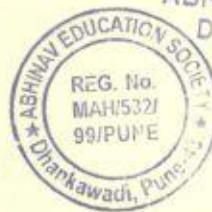
Mr. Madhur Varma
Chief Executive Officer



**Authorised Signatory for
Abhinav Education Society**



Mr. Rajeev Jagtap
President



**PRESIDENT
ABHINAV EDUCATION SOCIETY
DHANKAWADI, PUNE - 43.**



महाराष्ट्र MAHARASHTRA

2017

AF 762362

अनु.क्र. 48358 - 6 NOV 2017 दि. मु.शु. रकम. Sattur
दस्ताचा प्रकार Gov. Agent
दस्त नोंदणी करणार आहेत सायद्री हॉस्पिटल
मिळकतीचे वर्णन Sahyadri Hospitals Ltd.
मुद्रांक विकत घेणाऱ्याचे नांव Corporate Office
पत्ता Plot No. 5A, Surva No. 89 & 90, Lokmanya Colony, Near Jeet Ground, Kothrud, Pune-411 036.
दुसऱ्या पक्षकाराचे नांव # 020-67215000
हस्ते द्यावयाचे नांव व Abhinav Education Society
Pradip Gajma पत्ता Idonker
Pradip
मुद्रांक विकत घेणाऱ्याची सही. संजय रंगनाथ चौधरी
पदाचा क्र. २२०९९९४
९८४, कासबा पेठ, पुणे-९९.

31 OCT 2017
प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता

This stamp paper forms part and parcel of the Memorandum of Understanding between Sahyadri Hospitals Limited and Abhinav Education Society executed on 7th November, 2017

Pradip Gajma



महाराष्ट्र MAHARASHTRA

2017

SM 352976

अनु.क्र. 48358 दि. 6 NOV 2017 मु.मु.रक्कम. 50000/-
 दस्ताचा प्रकार Sev Agreement
 दस्त नोंदणी करणार आहेत Sahyadri Hospitals Ltd.
 मिळकतीचे वर्णन Corporate Office
 मुद्रांक विकत घेणाऱ्याचे नांव Plot No. 54, Surve No. 89 & 90,
 पत्ता Lokmanya Colony, Near Jeet Ground,
 Kothrud, Pune-411 038.
 # 020-67215000

वरिष्ठ कोषागार अधिकारी
 - 1 NOV 2017
 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता

दुसऱ्या पक्षकाराचे नांव Abhinav Education Society
 हस्ते व्यक्तीचे नाव व Pralhad Kojur प्रता Hemnagar
 संजय रंगनाथ चौधरी
 परवाना क्र. 22099-18
 १८४, कसबा पेठ, पुणे-४११०११
 मुद्रांक विकत घेणाऱ्याची सही.
 ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
 मुद्रांक खरेदी केल्यापासुन ६ महिन्यात बापरजे बंधनकारक आहे.

This stamp paper forms part and parcel of the Memorandum of Understanding between Sahyadri Hospitals Limited and Abhinav Education Society executed on 7th November, 2017



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on 7th November, 2017

BETWEEN

Sahyadri Hospitals Limited, a Company incorporated under the provisions of the Companies Act, 1956 bearing Corporate Identification Number U85110PN1996PLC099499 and having its registered office at S. No. 89 & 90, Plot No. 54, Lokmanya Colony, Kothrud, Pune – 411038 and represented by its Chief Executive Officer - Mr. Madhur Varma, hereinafter called as the "Hospital" (which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its permitted assigns, administrators and successors and executors)

.....Party of the First Part

AND

Abhinav Education Society, a Trust registered under the Bombay Public Trust Act, 1950 bearing Registration No. F 16258 (Pune) and Societies Registration Act, 1860 bearing Registration Number Maharashtra/ 532/99/Pune having its registered office at 20/2/1, Ganaraj Heights, Kashinath Patil Nagar, Pune 411043 through its College of Pharmacy (B.Pharm.), hereinafter referred to as the "College" (which expression shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include the Trustees of the Society for the time being as well as its permitted assignees, administrators, successors and executors)

.....Party of the Second Part

WHEREAS,

- a. The College is established in the year 1999 with a mission to impart quality education in various fields such as Engineering, Pharmacy, Agriculture, Medical, Management, Computer, Primary and Secondary Education etc.
- b. The Hospital is engaged in providing medical and healthcare services and is running various hospitals in the State of Maharashtra.
- c. The College proposes to start and conduct a new Program - Doctor of Pharmacy (Pharm. D.) (hereinafter referred to as "the Course") which is a 6 years' course requiring internship or residency training to the students during sixth year involving posting in a Hospital fulfilling the criteria established by the Pharmacy Council of India. The College is in the process of obtaining necessary permissions from the appropriate authorities.
- d. For the purpose, the College has approached the Hospital with an intention to make a long term association for imparting practical training to its students during sixth year of the Course.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:



A. SCOPE :

The scope of this MOU is to reduce in writing all aspects of the understanding and commitments of the parties towards each other in respect of providing practical training by the Hospital in its premises to the students deputed by the College and other incidental and ancillary matters related thereto.

B. TERM AND TERMINATION:

The term of this MOU shall be for a period of ten years starting from the date of signing this MOU, unless expressly renewed in writing by both Parties. Either party may terminate this MOU by giving 3 months' prior written notice to the other party. However, in case of breach of any of the terms of this MOU, the Hospital reserves the right to terminate this MOU forthwith.

C. OBLIGATIONS OF EACH PARTY :

(a) The Hospital shall:

1. Declare that it is a more than 300 bedded Hospital, with a minimum of 120 beds for General Medicine Department and other specialty departments.
2. Provide suitable space as per the requirements of the Course in the hospital premises to impart and conduct Pharm.D programs and strictly for practical training of students only and no activity other than mentioned in this MOU will be permitted.
3. Incur all the recurring and maintenance costs related to and for the purpose of the practical training component of the Course.
4. Provide support, facilities and services to the College to hold practical training in consonance with the syllabus prescribed for the Course and hold examinations in the said premises.
5. Designate one of its officials as a single point contact to decide and resolve all issues pertaining to the smooth operations of the Course and shall communicate his / her name and contact details to the training provider.
6. Allow the students and training providers to enter the Hospital premises for the purpose of attending training sessions; however, the Hospital reserves the right to restrict any student or person from entering its Hospital premises for any disciplinary or other issues.
7. Provide preceptors required to train the Pharm.D. students.
8. Hospital agrees that, it will not enter into similar agreement/MOU with any other Pharmacy institution/s or department/s offering or intend to offer Pharm.D programs.
9. Provide training to the prospective students in the following specialty departments:
 - Medicine
 - Surgery



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- Pediatrics
- Gynecology and Obstetrics
- Psychiatry
- Skin and VD
- Orthopedics

(b) The College shall:

1. Provide the academic staff and necessary infrastructure for Pharm. D course as per the PCI norms and shall take the overall responsibility for smooth conduct of the programs.
2. Acquaint the students and its persons with the norms of discipline to be followed while on the campus of the Hospital, with appropriate notice that in case of any indiscipline by any of the students, the Hospital shall have right to restrict him or her from visiting the said Hospital.
3. Within a period of 2 (two) months after commencement of the course, provide to the Hospital, list of number of students enrolled for each of the academic year of the Course.
4. Ensure that students follow discipline, directives, and decorum on the campus of the said Hospital.
5. Ensure the smooth conduct of the Course.
6. Ensure availability of required number of qualified staff for the conduct, teaching, and training of the Course.
7. Allow the representatives of the Hospital to check and inspect the conduct of Course and call for any information and take copies of the documents and records concerning the Course any time.
8. Comply with the applicable laws relating to its activities, students and employees and pay all its statutory payments, liabilities.
9. Indemnify the Hospital against all and whatsoever claims, actions, suits, proceedings, taxes, levies, costs, expenses, damages and liabilities (including attorney's fees) which are brought against the Hospital resulting from misconduct of any of the students/persons of the College for any reason including but not limited to misrepresentation made by any of the students/persons of College/ College or submission of fraudulent documents or details.
10. Shall maintain a register of students attending the training at the Hospital premises, for recording their attendance and shall provide a photocopy of the register to the Hospital, whenever asked by the Hospital authorities.
11. Designate one of its officials as a single point contact to decide and resolve all issues pertaining to the smooth operations of the Course and shall communicate his / her name and contact details to the Hospital and training provider.



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D. CONSIDERATION:

In consideration of this MOU, the College shall pay and/or caused to be paid, the following fees for the entire Course to the Hospital:

1. From 1st to 3rd academic years, 10% of the total fees collected from all the students for the duration of the course on annual basis for each batch of students. This will cover the association between the Parties and other related costs.
2. From 4th to 6th academic year, 10% of the total fees collected from all the students for the duration of the course for each batch of students or Rs. 10,00,000 (Rupees Ten Lakhs) whichever is higher, on annual basis for each batch of students. This will cover practical training costs that include fees paid to *practical training supervisors and equipment related costs.*

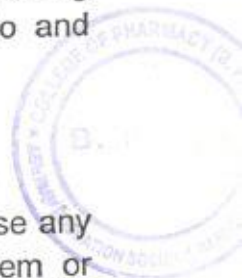
The above fees shall be exclusive of any applicable taxes and shall be subject to tax at source. In case of delay in payment of above fees, the College shall be liable to charge interest @ 18 % p.a. to the Hospital.

E. MUTUAL REPRESENTATIONS AND COVENANTS:

1. Each party hereby covenants to the other Party that it shall perform its respective obligations under this MOU in a timely, diligent, competent and professional manner. Each party shall ensure that while performing their respective obligations under this MOU, no harm is caused to any property (tangible or intellectual or otherwise) or personnel of the other party.
2. Each party represents and warrants to the other that it is validly formed and validly existing in order to enable it to enter into this MOU.
3. Each party represents and warrants to the other that they have obtained all necessary internal and/or statutory approvals to enter into this MOU and that the person executing this MOU on its behalf has the necessary power and authority to enter into this MOU and bind the Party represented by him.
4. Each party shall ensure that throughout the tenure of this MOU, they shall obtain and keep all the statutory licenses, authorizations, sanctions and internal approvals applicable to their respective business/entity current, valid and in compliance with all applicable laws.
5. Each party unequivocally warrants to the other party that while implementing their respective obligations under this MOU, the parties shall adhere to and comply with all statutory requirements and ethical practices.

F. CONFIDENTIALITY:

Each Party irrevocably and finally binds itself that it shall not use, divulge, disclose any information (hereinafter defined) gained by it/its students or conferred on them or imparted to them during the course of their training, engagement and association with other Party and for a period of 2 years after the termination of this MOU which otherwise would not have come to their knowledge or information by any other source to any other person in any capacity without prior written consent of other Party.



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"Information" shall mean and include all written information (on whatever medium stored) disclosed by the any party (including its officers/employees/advisors) to the other party and or its officials/employees/advisors/consultants, together with all notes, data, analyses, compilations, studies or other documents derived from or otherwise reflecting such proprietary, and confidential information, that may be disclosed by Hospital (including its officers/employees/advisors) in the course of the negotiation of and during the implementation of this MOU.

G. GENERAL TERMS :

1. This MOU shall not be construed to be a partnership, joint venture association or employer-employee relationship.
2. The interns as well as the students of the said College shall not receive any stipend or salary from the Hospital. Similarly, the students/interns receiving training at the facility of the Hospital shall not be entitled to any benefits enjoyed by the employees of the said Hospital.
3. The present MOU replaces any other existing agreement/MOU that may have been entered by and between the present parties hereunto.
4. Any renewal of the MOU shall operate only if it is in writing and upon its execution.

H. DISPUTE RESOLUTION:

1. All disputes and differences whatsoever which may at any time hereafter (whether during the continuance of these presents or upon or after its discharge or determination) arise between the parties, shall be amicably settled in the first instance failing which it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 to a Sole Arbitrator mutually appointed by both the Parties and the same shall be held at Pune.
2. This MOU shall be governed by the laws of India and shall be subject to jurisdiction of Courts at Pune.



IN WITNESS WHEREOF duly authorized representative of the Parties hereto have executed this MOU on the day and year first above written in the presence of below mentioned witnesses.

Authorised Signatory for
SAHYADRI HOSPITALS LIMITED



Mr. Madhur Varma
Chief Executive Officer



Authorised Signatory for
ABHINAV EDUCATION SOCIETY



Mr. Rajeev Jagtap
President



PRESIDENT
ABHINAV EDUCATION SOCIETY
DHANKAWADI, PUNE - 43.

Witness *Abhijeet*

Name: Abhijeet Mujumdar
Address: FC Road, Pune - 411004

Witness



Name: Rajendra D Patankar
Address: Dhankawadi,
pune 411043



Date: 17/3/2022

To,
Pharmacy Council of India,
Combined Council's Building,
Temple Lane, Kotla Road
Aiwan-E-Ghalib Marg
New Delhi
P.O.Box No.7020

Subject: Facilities to be provided to Abhinav College of Pharmacy (B.Pharm) students for starting Pharm D course.

Respected Sir/Madam,

We the Sahyadri Hospitals of Pvt. Limited, Pune have made a memorandum of understanding (MOU) with Abhinav Education Society's College of Pharmacy (B.Pharm) for starting Pharm D course. Sahyadri Hospitals Pvt Ltd has more than 700 beds across the Pune city. We agree to provide the facilities for the students of Abhinav College of Pharmacy (B.Pharm) with suitable space as per PCI requirement for Pharmacy Practice department.

We will allow students to undergo training in the following specialty departments,

- i. Medicine
- ii. Surgery
- iii. Psychiatry
- iv. Orthopedics

We hereby declare that we take overall responsibility for smooth conduct of the Pharm D program.

Thanking You



Dr.Saktimaya Mohapatra
Group Medical Director