

# Government of Jharkhand

# Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: 0bd7803a413e266315f1

Receipt Date: 15-Apr-2023 02:01:58 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: EastSinghbhum

Stamp Duty Paid By: ARKA JAIN UNIVERSITY Jharkhand

Purpose of stamp duty paid: MOU

First Party Name: ARKA JAIN UNIVERSITY Jharkhand

Second Party Name: COLLEGE OF PHARMACEUTICAL

SCIENCES Odisha

GRN Number: 2316734429

er can be verified in the jharnibandhan site through receipt number:-

This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जी सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का अगुनात के प्रमान कि प्रमान कि प्रमान मद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Registrat. Shivas tav

rincipal

ARKA JAIN University Jharkhand College of Pharmaceutical Sciences

Puri





# MEMORANDUM OF UNDERSTANDING

Between

ARKA JAIN UNIVERSITY, JHARKHAND

And

COLLEGE OF PHARMACEUTICAL SCIENCES, PURI, ODISHA

Registrar a. K. Shrivastav

ARKA JAIN University Jharkhand

Principal

College of Pharmaceutical Sciences

Puri

Advocate

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the "Agreement") is entered into and executed at PURI, Puri-Konark Marine Drive Road, Baliguali, Puri-752004, Odisha on date 24<sup>th</sup> April 2023 (hereinafter referred to as the "Effective Date") by and between.

"ARKA JAIN University, Jharkhand" is a private university established by the Jharkhand State Legislature under "THE ARKA JAIN University Act, 2017". The University is government recognized university with the right to confer degree as per the section 2(f) and 22(I) of the UGC Act. 1956 having its corporate office at D-28, Danish Arcade, Opp. Asian Inn Hotel Dhatkidth, Jamshedpur-831001 and campus at Mohanpur, Opp. Kerala Public School, Gamharia, Dist- Seraikela Kharsawan, Jharkhand-832108, represented by its Registrar, Mr. Jasbir Singh Dhanjal, (herein after referred to as the "ARKA JAIN University" or the "FIRST PARTY" which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

### AND

"COLLEGE OF PHARMACEUTICAL SCIENCES, PURI, Puri-Konark Marine Drive Road, Baliguali, Puri-752004, Odisha approved by AICTE & PCI, Affiliated to BPUT & recognized by Govt. of Odisha is offering courses in D.Pharm, B.Pharm & M.Pharm (Pharmaceutics, Pharmacology & Pharma Analysis). It is also recognized by BPUT as Nodal Centre for Research (NCR) represented by Dr. Amiyakanta Mishra, Principal (herein after referred to as the "College of Pharmaceutical Sciences, Puri, Odisha" or the "SECOND PARTY" which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

ARKA JAIN University, Jharkhand and "College of Pharmaceutical Sciences, Puri, Odisha" are hereinafter jointly referred to as the "Parties" and individually as the "Party"



### WHEREAS:

- I. ARKA JAIN University was established in February 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act". The University is a government-recognized university with the right to confer degrees as per the sections 2(f) and 22(f) of the UGC Act, 1956. The sprawling campus of the University is situtated at Gamharia, Dist: Seraikela Kharsawan, 13 km from steel city Jamshedpur. The University offers multi-disciplinary programs, all of which are designed to be industry-relevant. The University runs various courses in Pharmacy approved by Pharmacy Council of India (PCI) New Delhi under the School of Pharmacy.
- II. "College of Pharmaceutical Sciences, Puri, Odisha" formerly known as CPS, Puri offering Diploma, undergraduate & post graduate programs in Pharmacy approved by Pharmacy Council of India (PCI) New Delhi and AICTE. College of Pharmaceutical Sciences, Puri, Odisha is also the Nodal Research Centre approved by Biju Patnaik University of Technology, Odisha. This institute has been established in the year 1987.
- III. The Parties have appreciated each other's objectives in promoting excellence inter aliaincommon area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- **IV.** This MOU is subject to the approval of the respective statutory authorities of the parties hereto and subject to changes as may be desired.
- V. The autonomy of each party shall not be diminished, nor constrains be imposed on to carry out the MOU.
- VI. The development and implementation of specific forms of cooperation based on this MOU will be separately established established/decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

# NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- VII. Both the parties have here to be identified the following areas where they agree to mutually cooperate to the fullest extent:
  - a. Workshop/ Seminar and Conference/Virtual exchange of Classes/Faculty Exchange Program
    Virtually: "ARKA JAIN University" or "College of Pharmaceutical Sciences, Puri,
    Odisha" could participate as Faculty/Speaker Workshops, Seminars, Continuing Education
    and Training programs conducted by both parties for faculty members, research scholars and
    students.

porties agree to undertake students and involve them for joint research projects which the following the following the following projects at the virtual guidance of both the partiagnes.

rincipal

Registrar

a. C. Shrwas ta College of Pharmaceutical Sciences

Date: .

value ocute

ARKA JAIN University Jharkhand

Puri

- c. Extend help and Co-operation in developing curriculum of continuing education programmes, on such terms as may be mutually agreed by including joint meeting of curriculum development committees/bodies.
- d. Both parties will take selected students of Pharmacy for Internship training every year with necessary facilities as agreed mutually by the parties.
- e. Absorption / Employment for the students those who have completed the course will be purely on the discrimination/ interview of both the parties and as per their requirement depending upon the level of course.
- f. For afore mentioned points, there will not be any beneficial transaction in any parties "ARKA JAIN University" or "College of Pharmaceutical Sciences, Puri, Odisha"
- g. Students of both parties if interested can enroll for higher studies run by both parties by full filling their admission norms.

# VIII. Faculty Development Programmes:

Faculty Development Programmes are an essential component in standardizing the Class room teaching all over the country. These programmes help the teachers in updating them with the student's expectation, Institution's expectation and proper penetration in imparting relevant areas of specialization. The fellow members of the corporate could contribute in the faculty development program of both the institutions in the domain of Allied Health Science, Pharmacy.

# Non-Binding Nature of the MOU

Nothing the this MOU shall be constructed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other expect to the extent provided under this MOU. The acts performed and action taken by either party that do not fall under the MOU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MOU does not restrain or preclude parties from entering into similar MOUs with any other organization during currency or the extended currency of this MOU.

#### Terms and Termination of the MOU X.

The MOU shall come into force immediately upon its signing by the parties. The MOU will be in force for an initial period of five (5) years. MOU may be extended further on the mutually agreed terms. "ARKA JAIN University" or "College of Pharmaceutical Sciences, Puri, Odisha" shall not have any right claim extension or renewal of contract.

This MOU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.

This MOU can also be terminated by either of the parties by giving advance notice of three

1) month period without jeopardizing the ongoing collaborative integrated.

Registrar

College of Pharmaceutical Sciences

ARKA JAIN University Thankhand

c. The implementation and /or continuance of programmes or project established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

### XI. Amendments

No change, alteration or modification of this MOU shall be valid, unless in writing and signed by both the parties hereto.

# XII. Severability

If any provision of this MOU is held invalid, unenforceable or illegal for any reason, this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

# XIII. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

# XIV. Confidentiality

Both parties agree to treat the contents of this MOU and any valuable information provided, developed, found or acquired in the process or performance of this MOU, as confidential and agree and undertake that the parties shall not disclose the contents of the same to any third party without the prior consent of the other party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall properly notify the other party in writing of such disclosure.

For purpose of this MOU, "Confidential information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentially.

Provided that upon the expiration, cancellation, or termination of this MOU, each party shall upon the written request of the other party, return or destroy, to the satisfaction of the other party, all confidential information, documents, manuals and other materials specified by the other party.

## XV. Governing Law

The MOU shall be interpreted in accordance with and governed by the applicable laws in India.

## XVI. Dispute Resolution

concerning, meaning, violation, termination, validity or nullity including without limitation the concerning any clause or effect of this MOU or any part thereof, or of the respective rights or the parties shall settled through mutual constitutions and agreements.

Registrar

ege of Pharmaceutical Sciences

Puri

Savocate

ADVAGA (C. Shrivas College

## **XVII. Points of Contacts**

For managing the activities under this Understanding, the Contact Persons responsible at either party are as follows, including their contact and location details:

For Party-II	For Party-I
Name: Dr. Amiyakanta Mishra	Name: Dr. Jyotirmaya Sahoo
Designation: Principal	Designation : Dean
Address: College of Pharmaceutical Sciences,	Address: ARKA JAIN University Campus,
Puri-Konark Road, Baliguali,	Opp. To Kerala Public School, Mohanpur,
Puri-752004,	Gamharia, Dist- Seraikela Kharsawan,
Odisha	Jharkhand-832108
Email: puri_cps@yahoo.co.in	Email: dr.jyotirmaya@arkajainuniversity.ac.in
Mob.: 9861085889	Mob.: 9861433157, 8249108741

# XVIII. Signed in Duplicate

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

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.

NIA

JHARKHAND

Signed on Behalf of

ARKA JAIN University, Jharkhand

Registrar Shrivas tav

ARK Auha IN Ulmivessity Jhankhand

Registrar

ARKA JAIN University, Jharkhand

Signed on Behalf of

College of Pharmaceutical Sciences, Puri

Principal

Dr. Amiyalollege of Pharmaceutical Sciences

Principal P

College of Pharmaceutical Sciences, Puri

In the presence of witness as under:

In the presence of witness as under:

lok Kumar Moharana (Associate or, School of Pharmacy AJU)

PRAMOD KUMAR BHAGAT NOTARY PUBLIC

Sast Singhbhum, Reg. No. 2842 (J' Boyt of Jharkhand, JSR. (INDIA) Dr Chinmaya Kumar Sahoo (Associate Professor, College of Pharmaceutical Sciences, Puri, Odisha Gnea Put L. L.

Sciences, Puri, Odisha mv presence

late: Judyocate