

# **Memorandum Of Understanding**

**Between**

**Arka Jain University**

**Jamshedpur, Jharkhand, India**



**ARKA JAIN**  
**University**  
Jharkhand

**And**

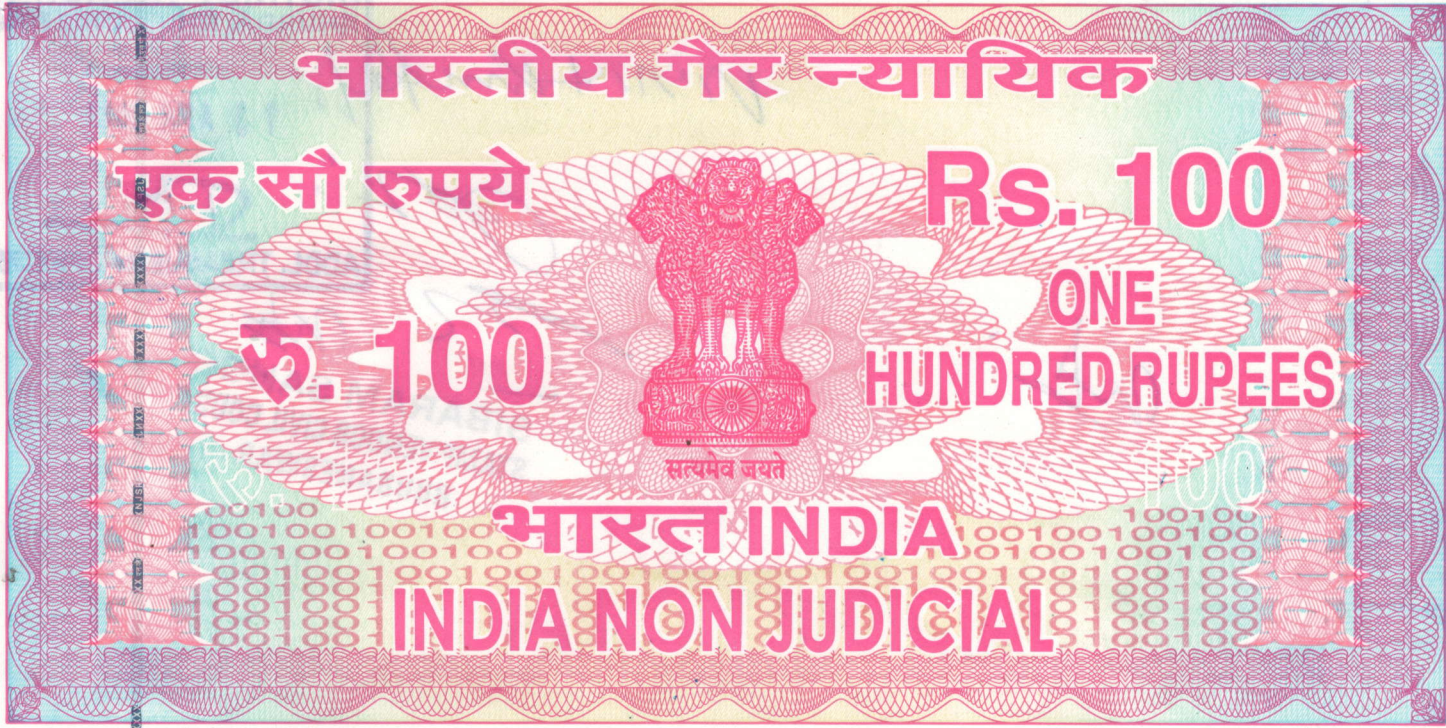
**Siksha 'O' Anusandhan**

**(Deemed to be University)**

**Bhubaneswar, Odisha, India**







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N 961969

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is entered into and executed at SOA-DBT-BUILDER National Lab, School of Pharmaceutical Sciences, Siksha 'O' Anusandhan Deemed to be University, Bhubaneswar, Odisha, 751003, on 21<sup>st</sup> April 2023 (hereinafter referred to as the "Effective Date") by and between: -

**"ARKA JAIN University, Jharkhand"** is a private university established duly enacted by the Jharkhand State Legislature under "THE ARKA JAIN University Act, 2017". The University is a government recognized university with the right to confer degrees as per Section 2(f) and 22 (1) of the UGC Act, 1956 having its corporate office at D-28, Danish Arcade, Opp. Asian Inn Hotel Dhatkidih, Jamshedpur- 831001 and campus at Mohanpur, Opp. Kerala Public School, Gamharia, Dist.-Seraikela Kharsawan, Jharkhand-832108, represented by its Registrar Mr. Amit Kumar Shrivastav, (hereinafter 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

**SOA-DBT-BUILDER National Lab** situated at the School of Pharmaceutical Sciences, Siksha 'O' Anusandhan Deemed to be University, Bhubaneswar, Odisha is a state-of-the-art laboratory specifically designed for developing formulations, analysis and doing cell culture-rated activities. This national laboratory is funded by DBT, Government of India under DBT-BUILDER Scheme. **School of Pharmaceutical Sciences, Siksha 'O' Anusandhan Deemed to be University, Bhubaneswar, Odisha** is one of the premier institutions for pharmaceutical education and research in the country. The college is one of the national leaders in pharmacy education with a curriculum designed to prepare pharmacy graduates and post graduates for life long learning and leadership capabilities as educationists and managers in the nation's health care system. The School of Pharmaceutical Sciences is recognized as a premier institute in India for research (Ph.D.) and Post Graduate (M. Pharm.) and graduate (B. Pharm.) education. It is represented by Dr. B. B. Pradhan, Registrar, Siksha 'O' Anusandhan Deemed to be University, Ghatikia, Bhubaneswar, Odisha, 751003 (hereinafter referred to as the **"School of Pharmaceutical Sciences, Siksha 'O' Anusandhan Deemed to be University, 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 “**SOA-DBT-BUILDER National Lab** situated at the School of Pharmaceutical Sciences, **Siksha ‘O’ Anusandhan Deemed to be University, Bhubaneswar**” 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(l) of the UGC Act, 1956. The sprawling campus of the University is situated at Gamharia, Dist: Seraikela-Kharsawan, 13km 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. School of Pharmaceutical Sciences, Siksha 'O' Anusandhan Deemed to be University, Kalinganagar, Bhubaneswar, Odisha, 751003 was established and started on 2006 with the intention of molding competent pharmacy professionals for positive contribution in the growth and development of a healthy society. The School of Pharmaceutical Sciences, Siksha 'O' Anusandhan Deemed to be University is approved by the Pharmacy Council of India (PCI) and All India Council for Technical Education (AICTE). It is unique in academic and co-curricular aspects and the institution has a visionary management, dedicated faculties and a promising generation of students.
- III. The Parties have appreciated each other's objectives in promoting excellence inter alia in common 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 here to and subject to changes as may be desired.
- V. The autonomy of each Party shall not be diminished nor constraints 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/decided between Parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

**NOW THE MEMORANDUM OF UNDERSTANDING WITNESSED AS FOLLOWS:**

- VII. Both the Parties have hereto identified the following areas where they agree to mutually cooperate to the fullest extent:
- VIII. Workshop/Seminar and Conference/Virtual exchange of Classes/Faculty Exchange Program Virtually: “**Arka Jain University**” or “**School of Pharmaceutical Sciences, Siksha 'O' Anusandhan Deemed to be University**” education and Training programs conducted by both Parties for Faculty Members, Research Scholars and Students.
- IX. Both Parties agree to undertake students and involve them in Joint Research Projects which are mutually beneficial. However, selected M. Pharm/U.G. students will get the opportunity to pursue their research projects with the virtual guidance of both Parties.



- X. Extend help and cooperation in developing the Curriculum of Continuing Education Programmes, on such terms as may be mutually agreed upon by including a Joint Meeting of Curriculum Development Committees/Bodies.
- XI. Both Parties will take selected students of Pharmacy for Internship training every year with necessary facilities as agreed mutually by the Parties.
- XII. Absorption/Employment for the students 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.
- XIII. For the aforementioned points, there will not be any beneficial transaction in any Parties **“Arka Jain University”** or **“School of Pharmaceutical Sciences, Siksha ‘O’ Anusandhan Deemed to be University, Bhubaneswar”**.
- XIV. Students of both Parties, if interested, can enroll for higher studies run by both Parties by fully filing their admission norms.
- XV. Faculty Development Programmes:
- XVI. Faculty Development Programmes are an essential component in standardizing classroom teaching all over the country. These programmes help the teachers in updating them with the student’s expectations, the institution’s expectations and proper penetration in imparting relevant areas of specialization. The fellow members of the corporate could contribute to the faculty development program of both institutions in the domain of Allied Health Science and Pharmacy.
- XVII. **Non-Binding Nature of the MoU**  
Nothing in this MoU shall be construed 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 except to the extent provided under this MoU. The acts performed and actions taken by either Party that do not fall under the MoU shall have a 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.
- XVIII. **Terms and Termination of the MoU**  
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. **“ArkaJain University”** or **“SOA-DBT-BUILDER National Labsituated at the School of Pharmaceutical Sciences, Siksha ‘O’ Anusandhan Deemed to be University, Bhubaneswar”** shall not have any right to claim extension or renewal of the contract.
- a. This MoU may be terminated by mutual consent of the Parties before the aforesaid term of five (5) years.
  - b. This MoU can also be terminated by either of the Parties by giving advance notice of one (1) a month period without jeopardizing the on-going collaborative undertakings.
  - 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.



**XIX. Amendments**

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

**XX. 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.

**XXI. 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.

**XXII. 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 promptly notify the other Party in writing of such disclosure.

For purposes 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 confidentiality.

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.

**XXIII. Governing Law**

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

**XXIV. Dispute Resolution**

It is hereby agreed by and between the Parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall settle through mutual consultations and agreements.



XXV. **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:

**Party - I**

**Name:** Dr. Jyotirmaya Sahoo  
**Designation:** Dean  
**Address:**  
School of Pharmacy,  
Arka Jain University Campus,  
Opp. to Kerala Public School,  
Mohanpur, Gamharia  
Dist.- Seraikela Kharsawan,  
Jharkhand -832108  
**Email ID:**  
dr.jyotirmaya@arkajainuniversity.ac.in  
**Tel:** +657-2220285  
**Mobile:** 9861433157, 8249108741

**Party - II**

**Name:** Dr. Goutam Rath  
**Designation:** Professor  
**Address:**  
School of Pharmaceutical Sciences,  
Siksha 'O' Anusandhan Deemed to be  
University,  
Bhubaneswar,  
Odisha, 751003  
**Email ID:**  
goutamrath@soa.ac.in  
**Tel:** 0637-16 34669  
**Mobile:** 9888206383

XXVI. **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.

**Signed on Behalf of**

Arka Jain University, Jharkhand

**Registrar**

  
**ARKA JAIN University Jharkhand**


**Name:** Mr. Amit Kumar Shrivastav

**Designation:** Registrar

Arka Jain University Campus,  
Opp. To Kerala Public School, Mohanpur,  
Gamharia Dist. Seraikela Kharsawan,  
Jharkhand -832108

**Signed on Behalf of**


Siksha 'O' Anusandhan Deemed to be  
University, Bhubaneswar, Odisha

  
**REGISTRAR**  
**Name:** Dr. B. B. Pradip  
**Designation:** Registrar  
**SIKSHA 'O' ANUSANDHAN**  
**(Deemed to be University)**  
**Bhubaneswar-751030**

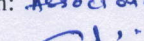
Siksha 'O' Anusandhan Deemed to be  
University, Khandagiri, Bhubaneswar,  
Odisha, 751030

**In the presence of witness as under:**

1.


**Name:** Dr. Jyotirmaya Sahoo  
**Designation:** Dean  
**Signature:** 

2.

**Name:** Mr. Alok Kumar Mishra  
**Designation:** Associate Professor  
**Signature:** 

**In the presence of witness as under:**

1.

**Name:** Prof. Subrata Mallik  
**Designation:**  
**Signature:** 

2.

**Name:** Pratap Kumar Sahu  
**Designation:** Professor  
**Signature:** 