



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c230db26db20acaa3a5c

Receipt Date : 17-Oct-2023 08:20:55 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

Purpose of stamp duty paid : Memorandum Of Undertaking

First Party Name : ARKA JAIN UNIVERSITY

Second Party Name : DMBH INSTITUTE OF MEDICAL SCIENCE  
DADPUR PUINAN WEST BENGAL

GRN Number : 2319798812



27 OCT 2023

This stamp paper can be verified in the jharnibandhan site through receipt number :-

<i>Resim Arora Ranaul</i> SECRETARY DMBH Institute of Medical Science	<i>A.K. Shrivastava</i> Registrar ARKA JAIN University Jharkhand	<i>Put L. R. in my Presence</i> Advocate	<i>Date: 17 OCT 2023</i>	
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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 जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।





**ARKA JAIN  
University**  
Jharkhand



D.m.b.H Institute of Medical Science

## MEMORANDUM OF UNDERSTANDING

Between

**ARKA JAIN UNIVERSITY, JHARKHAND**

And

**DmbH INSTITUTE OF MEDICAL SCIENCE,  
DADPUR, PUINAN, WEST BENGAL**

*✓ Wasim Ansari Mandal*

**SECRETARY**  
D.m.b.H Institute of Medical Science



**27 OCT 2023**

*A.K. Shrivastava*  
**Registrar**  
**ARKA JAIN University**  
**Jharkhand**

Signed / Put L.T.I  
in my Presence

*[Signature]*  
**Advocate**

Date **27 OCT 2023**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the "Agreement") is entered into and executed at **DmbH Institute of Medical Science, West Bengal** on date 5<sup>th</sup> November 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 (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 (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

"**DmbH Institute of Medical Science, West Bengal**" represented by Mr. Wasim Akram Mondal (herein after referred to as the "**DmbH Institute of Medical Science**" or the "**SECOND PARTY**" which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

ARKA JAIN University, Jharkhand and DmbH Institute of Medical Science, West Bengal are hereinafter jointly referred to as the "Parties" and individually as the "Party".



✓ *Wasim Akram Mondal*  
**SECRETARY**  
D.m.b.H Institute of Medical Science

Signed / Put L.T. in my presence  
Advocate  
Date **27 OCT 2023**

✓ *a.k. shrivastav*  
**Registrar**  
**ARKA JAIN University**  
**Jharkhand**



**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, 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. DmbH Institute of Medical Science** was established and started on January 2019 with the intension of molding competent pharmacy professionals for positive contribution in the growth and development of a healthy society.

**III.** The Parties have appreciated each other's objectives in promoting Excellence interalia 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 hereto 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 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:



✓ wasim Aram Mondal.  
SECRETARY  
D.m.b.H Institute of Medical Science

Signed / Put L.T.I  
my Presence

✓ a.k.shrivastava  
Registrar  
ARKA JAIN University  
Jharkhand

Advocate  
27 OCT 2023



- a. Workshop/ Seminar and Conference/Virtual exchange of Classes/Faculty Exchange Program Virtually: “**ARKAJAIN University**” or “**DmbH Institute of Medical Science**” could participate as Faculty / Speaker Workshops, Seminars, Continuing Education and Training programs conducted by both parties for faculty Members, Research Scholars and students.
- b. Both parties agree to undertake students and involve them for joint Research Projects which are mutually beneficial. However selected M. Pharm/U.G. students will get opportunity to pursue their research projects at the virtual guidance of both the Parties.
- 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 aforementioned points, there will not be any beneficial transaction in any parties “**ARKAJAIN University**” or “**DmbH Institute of Medical Science**”.
- g. Students of both parties if interested can enroll for higher studies run by both parties by fully filing their admission norms.

### VIII. Faculty Development Programs

Faculty Development programs are an essential component in standardizing the Classroom teaching all over the country. These programs help the teachers in updating them with the student's expectations, Institution's expectations 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 and pharmacy.

### IX. 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 action



27 OCT 2023

Registrar  
ARKA JAIN University  
Jharkhand

✓ A.K. Shrivastava

Signed / Put L.F.I.  
my Presence

Advocate

Date: 27 OCT 2023

4  
Secretary  
D.m.b.H Institute of Medical Science



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.

#### X. 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 "DmbH Institute of Medical Science" shall not have any right to claim extension or renewal of 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 three (1) month period without jeopardizing the ongoing 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.

#### 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



Registrar  
ARKA JAIN University  
Jharkhand

a.k. shrivastav

Signed / Put L.F.I  
in my Presence

Advocate

Date: 27 OCT 2023

Secretary  
D.m.b.H Institute of Medical Sciences



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.

#### XV. Governing Law

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

#### XVI. 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 settled through mutual consultations and agreements.

#### 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:



Registrar  
ARKA JAIN University  
Jharkhand

27 OCT 2023

A.K. Shrivastava

Signed / Put L.F.I  
in my Presence  
Advocate

Date: 27 OCT 2023

Wasim Anwar Mondal  
SECRETARY  
D.m.b.H Institute of Medical Science



For Party II	For Party I
<b>Name:</b> Dr. Sanjay Dey	<b>Name :</b> Dr. JyotirmayaSahoo
<b>Designation:</b> Principal, DmbH Institute of Medical Science	<b>Designation :</b> Dean, School of Pharmacy
<b>Address:</b> Dadpur, Puinan, Hooghly – 712 305, West Bengal	<b>Address :</b> ARKA JAIN University Campus , Opp. To Kerala Public School ,Mohanpur , Gamharia Dist. SeraikelaKharsawan,Jharkhand -832108
<b>Email ID:</b> principal.dmbhims@gmail.com	<b>Email ID:</b> dr.jyotirmaya@arkajainuniversity.ac.in
<b>Tel.:</b> +91 76795 44237	<b>.Tel :</b> +657 2220285
<b>Mobile:</b> 90460 81156	<b>Mobile:</b> 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.

Signed on Behalf of  
ARKA JAIN University, Jharkhand

Signed on Behalf of  
DmbH Institute of Medical Science, West Bengal

✓ *A.K. Shrivastav*  
**Registrar**  
Mr. **ARKA JAIN University**  
**Registrar Jharkhand**  
ARKA JAIN University, Jharkhand

✓ *Wasim Akram Mondal*  
**SECRETARY**  
D.m.b.H Institute of Medical Science  
Mr. Wasim Akram Mondal  
Secretary  
DmbH Institute of Medical Science

In the presence of witness as under:

In the presence of witness as under:

*Jyotirmaya Sahoo*  
1. Dr. Jyotirmaya Sahoo (Professor & Dean)

*Madhusudan Ghosh*  
1. Dr. Madhusudan Ghosh [Director (Academic)]

**Attested the Signature of the Executant/Executants who Signed/ Put L.T.I., in my Presence of Sri.....**  
*Singh*  
.....Advocate  
District Court, Jamshedpur and also Identified by him.

**27 OCT 2023**  
Pramod Kr. Bhagat  
NOTARY  
E. Singhbhum, JSR.



**Signed / Put L.T.I. in my Presence**

*[Signature]*  
Advocate  
Date: **27 OCT 2023**

**27 OCT 2023**