

महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प. नू. वि. क्र. ८००००१४
- 4 APR 2016
तसम अधिकारी

Memorandum of Understanding

Between



यशवंतराव चव्हाण

Yashwantrao Chavan Maharashtra Open University, Nashik

And



LUPIN

Lupin Limited, Mumbai



दि महाराष्ट्र मंत्रालय अॅन्ड अला
ईड ऑफिसोस को ऑप बँक लि. (मंत्रालय-३२.)

जोडपत्र-२ / Annexure-II ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी खालील शिक्का प्रसिद्धाचा व्यक्तिरिक्त वापरण्यात येणान्या मुद्रांक खरेदीद्वारे कोटेशन प्राप्त व महिन्यात वापरमे बंधनकारक आहे.

मुद्रांक क्र. / Serial No.	दिनांक / Date
50	20 APR 2016
परतनाम / (Name of the purchaser)	होय / नाही / Yes/No
	NOV
<p>LUPIN LIMITED 159, C. S. T. ROAD, KALINA, SARVODAYA CHZ (E), MUMBAI - 400 098.</p> <p><i>Yeshwant Rao Chavan</i></p>	
परतनाम / (Name of the purchaser)	500/-
तसेच मुद्रांक खरेदीद्वारे / तसेच मंत्रालय बँक वाट्यात साधन मुद्रांक	
मुद्रांक किनासा देणाऱ्याची सही / Stamp: Purchaser's sign	प्राधान्यावरून मुद्रांक किनासाची सही

सागर जगन्नाथ माने

Memorandum of Understanding

The MOU signed on 15th March 2011 is being renewed on 25th April 2016 on such terms and conditions as mutually agreed between the Yashwantrao Chavan Maharashtra Open University, constituted under Maharashtra Act No XX of 1989 and having its headquarters in Nasik, Maharashtra (hereinafter called 'THE FIRST PARTY' or YCMOU), which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns, and Lupin Limited, a company registered under the Companies Act, 1956 and having its registered office at 159, CST Road, Kalina, Santacruz (East), Mumbai (hereinafter called 'THE SECOND PARTY' or Lupin) which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & permitted assigns

WHEREAS:-

- YCMOU has been addressing the academic needs of students in various parts of the country and has recognized study centers for various programs, and
- Lupin Limited is inter alia engaged in the business of manufacturing, marketing, selling, and distributing pharmaceutical products.
- Lupin Limited and YCMOU have been associated for providing educational skills to the students of the Learn & Earn Program being implemented under the purview of Lupin Human welfare & Research Foundation (LHWRF).
- Both parties have been involved in conceptualization, design and smooth implementation of the BSc (Industrial drug Sciences) under the Learn & Earn Program subject to necessary approvals from UGC.
- Two batches of the BSc (IDS) program have graduated and two more batches of the program are in progress as of date.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. Objective

The parties hereto have mutually agreed to continue this association for ensuring execution of the customized Degree program- BSc (Industrial Drug Sciences) for students registered under the Learn & Earn Program.



2. Responsibilities of Parties

YCMOU shall be responsible for

- Identifying a central coordinator within the organization for coordination of all the responsibilities associated with smooth implementation of the program in collaboration with the central coordinator from Lupin.
- Suggesting periodic updates in the course curriculum in line with the requirements of the Industry and the regulatory guidelines for such distance courses.
- Identifying content developers (writers, media specialists, etc.) for development & updation of learning material from time to time.
- Providing suitable training / orientation to the content developers.
- Developing new learning material like textbooks etc. with a strong focus on providing practical and applied industry-related skills as and when required.
- Identifying experts for academic counselling and contact/teaching sessions for the program.
- Providing appropriate quantity of study-material to the study centers before the commencement of the academic session.
- Providing all necessary academic support to the students/trainees (delivering lectures, organizing discussions / quizzes/ seminars / group activities etc.)
- Preparing and sharing a Program schedule for every academic session comprising of details such as semesters breakup, examination dates and such other details related to the conduct of the Program
- Ensuring that the requirements and the necessary information with respect to all the academic/administrative procedures related to program are shared with the coordinator from Lupin appropriately and well before time.
- Obtaining all authorizations and consents from the appropriate education boards/ government bodies with respect to the continued execution of program.
- Providing complete information/guidelines and necessary support for ensuring timely execution of all activities related to the program like registration, examination, printing of study material, academic sessions, result announcement, repeater examinations etc.
- Ensuring smooth resolution of all grievances for any aspect of program execution.



Responsibilities of LUPIN

Lupin Limited shall be responsible for:

- Identifying a central coordinator from within the organization for coordinating and handling the responsibilities associated with the conduct of the Program.
- Assisting the experts identified by YCMOU in developing and updating the curriculum, taking into consideration the skill requirements of Industry and Government bodies from time to time.
- Identifying experts from within Lupin for assisting in imparting training & providing need-based academic support to the enrolled students in any given batch, in addition to the regular classroom contact lectures by YCMOU faculty.
- Providing complete logistic support within the organization for smooth execution of the program.
- Continue to provide a reasonable stipend as Lupin may deem fit, free accommodation, food and travel subsidy to the Candidates from the disadvantaged sector enrolling for the academic program developed under this MoU in addition to taking care of their registration, tuition and examination fees.
- Enrolling a minimum of 50 (fifty) students per center, per year for the program. In case a batch of 50 students is not formed in a specific academic year, Lupin Limited will pay the fee for the remaining no of students to YCMOU.
- Ensuring the payment of the required registration cum tuition fee per student per year, at the start of the academic year to YCMOU. Provide proper infrastructure facilities such as classrooms, laboratories, canteen, and other recreational facilities to the Candidates in its campus.
- Adhere to the schedule and guidelines communicated by YCMOU for registration, examination, evaluation and other academic aspects.

3. Representations and Warranties

Lupin represents and warrants to YCMOU that:



- It has all the licenses, permits, consents, authorizations and expertise to handle all the material including hazardous chemicals and other material used for the academic purpose during this program.
- All the necessary safety measures have been ensured. YCMOU shall, in no way, be responsible for any mishap during the practical training or otherwise.
- Medical checkup has been carried out for each candidate enrolled under the Learn & Earn Program

YCMOU represents and warrants to Lupin that:

- All necessary approvals for such customized program will be obtained from the concerned government bodies by YCMOU from time to time, wherever any changes are suggested by government bodies
- The degree being awarded under this collaboration is an accepted qualification meeting the requirements & norms of a graduation courses under the governing bodies for distance courses

5. Acknowledgement

The course material developed & updated as a result of the MOU between YCMOU and LUPIN will acknowledge the contribution of all the experts involved in the process.

6. Ownership and Copyright of Course Materials

The copyright of the course material shall be vested with YCMOU. YCMOU shall be free to use the course material developed under this collaboration for other YCMOU students registered under different academic or similar programs conducted elsewhere. Lupin specific content or information will be shared only after due permission from the concerned coordinator from Lupin Limited.

7. Validity

This MOU shall be valid for three years with effect from the date of signing by both the parties and unless terminated earlier in accordance with the terms of this MOU may thereafter be renewed by mutual consent of the parties. During this period of three years, Lupin will enroll a minimum new 50 students per center, per year for the program or pay the course fee for minimum fifty students per year.



8. Limitation of Liability

Under this MOU, the aggregate responsibility of Lupin Limited, at law or at contract or otherwise, shall only be limited to an extent of funding made to the students. The aggregate responsibility of YCMOU shall only be limited to the extent of providing complete support for the execution of the program on the academic front.

9. Disclaimer

Parties hereby agree that in view of encouraging the deserving youth to join the pharmaceutical industry, Lupin Limited has agreed to continue provide its support including part of the funding to YCMOU on academic front. YCMOU has agreed to continue their support in this process from academic perspective and suggest improvements in curriculum for the betterment of Program from time to time.

10. Termination

- Notwithstanding any other provision herein, if either party fails or refuses to perform the responsibilities outlined in this MOU, the other party shall give a fifteen days notice to the non-performing party to fulfill its responsibility. If such responsibility is not fulfilled within such fifteen day period, then the other party may terminate this MOU by issuance of a fifteen days notice in writing.
- Termination of this MOU by either party shall be without liability on its part and without prejudice/injustice to the student batch enrolled under a given academic session and subject to their completion of the course.
- In the above event, the Lupin shall be responsible to pay to YCMOU towards the yearly fee of students who are already enrolled and undergoing the course till their completion of the course and YCMOU shall provide the academic support till completion of the enrolled batches
- In case of termination of this MOU, each party is bound to submit to the other party all the documents related to the program under this collaboration and clear all the due with respect to fee etc.

11. Agreement



This MOU supersedes any arrangements, understandings, promises or agreements made between the parties hereto prior to or simultaneously with this MOU whether written, oral or implied and constitutes the entire understanding between them.

12. Amendment

Except as otherwise provided under this MOU, no amendment hereof, whether by addition or deletion or otherwise, shall be effective unless it is agreed in writing and confirmed by the parties hereto.

13. Review

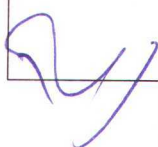
A review of the process will be undertaken once in every academic year, or such other time period as may be mutually agreed between the parties, during the tenure of this MOU to evaluate progress and undertake revisions as required through mutual consent of both the parties.

14. Arbitration

Any dispute or difference arising out of or in connection with this MOU shall be resolved by mutual negotiations by and between the Heads of the two organizations or their representatives and their joint decision shall be binding on all the concerned. If one of the parties raises any dispute on the decision, the same shall be referred for arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by the VC of the university. The place of arbitration shall be Nashik and the language of arbitration shall be English. The decision of the Arbitrator shall be binding on both the parties and the expenses of arbitration shall be shared equally.

15. Severability

In the event that any term, condition, or provision contained herein, is determined to be invalid, unlawful, or unenforceable to any extent, the same shall be severed from the body of this MOU and the remainder hereof shall continue to be valid and enforceable to the fullest extent permitted by law.



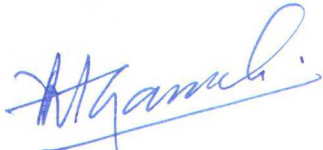
16. Governing Law and Jurisdiction

This MOU shall be interpreted and enforced according to the laws of India in force from time to time and, subject to clause 14 above, parties submit themselves to the exclusive jurisdiction of competent courts in Nashik.

IN WITNESS WHEREOF the parties hereto have executed this MOU in the presence of witnesses on the day, month and year therein above written.

**For Yashwantrao Chavan
Maharashtra Open University, Nasik**

**For Lupin Ltd.
Mumbai**

Signature 

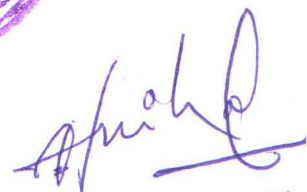
Signature 



Name: Ravali Pandit Muralidhar
Designation: Acting Registrar & Finance Officer

Name: RISHU RAJ SAR
Designation: Head - L&D
Lupin Limited



Signature 

Signature 

Name: Dr. Jaydeep Nikan
Designation: Director, School of Health Sciences

Name: SHAVETA SAWHNEY
Designation: MANAGER - L&D
LUPIN LIMITED

