MoU with Ari Healthcare Pvt. Ltd. Pune

Renew Date- 1) 30/06/2021
2) 01/07/2019

Sign. Date- 01/08/2013
Amendment to Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on 8th July, 2019 and further amended on 01st July, 2020 at Pune between

Marathwada Mitra Mandal’s College of Pharmacy,
S. NO 4/17, Sector No, 34,
PCNTDA, Thergaon, Pune-411033
(Through its Principal)

And

Ari Healthcare Pvt. Ltd.,
Office No. 107, World Trade Centre,
Tower-1, Kharadi, Pune-411014
(Thruough its Director-Technical)

For outsource of Research and Development Activities of Herbal/ Ayurvedic/ Nutraceutical Products at Marathwada Mitra Mandal’s College of Pharmacy, Thergaon, Pune-411033 (MMCOP) for Ari Healthcare Pvt. Ltd., Pune.

This is an Amendment to Memorandum of Understanding (MoU) Claws No. 8, duration of MoU is further extended for one year i.e. up to 30th June, 2021.

Other terms and conditions will remain same as per original MoU, dated 8th July, 2019.

Signed and Delivered by the Authorized Representative for and on behalf of:

For Marathwada Mitra Mandal’s College of Pharmacy, Pune
Name & Designation
Dr. Manohar J. Patil
Principal
Marathwada Mitra Mandal’s College of Pharmacy, Pune

FOR Ari Healthcare Pvt. Ltd. Pune
Name & Designation
Dr. Sanjay Nipanikar
Director-Technical
Ari Healthcare Pvt. Ltd., Pune
Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made and executed at Pune on 8th July, 2019.

Between

Marathwada Mitra Mandal’s
College of Pharmacy,
S. NO 4/17, Sector No, 34,
PCNTDA, Thergaon Pune 33.
(Through its Secretary,)

And

Ari Healthcare Pvt. Ltd.,
Office No. 107, World Trade Centre,
Tuwer – 1, Kharadi, Pune – 411 014
(Through its Head- Research and Development,)

For outsource of Research and Development Activities of Herbal / Ayurvedic / Nutraceutical Products at Marathwada Mitra Mandal’s College of Pharmacy, Thergaon, Pune-411033 (MMCOP) for Ari Healthcare Pvt. Ltd., Pune. The activities conducted will be as follows;

Formulation / Product Development of Herbal / Ayurvedic / Nutraceutical Products.

Testing required for Research and Development of Herbal / Ayurvedic / Nutraceutical Products.

For the conduct of above activities:

1) Some equipment / instruments / apparatus owned by Ari Healthcare Pvt. Ltd., Pune will be kept at MMCOP. For above activities (Annexure I)

2) Some equipment’s / instruments / apparatus owned by MMCOP are also to be used for above activities (Annexure II).

3) Inverter Stabilizer owned by Ari Healthcare Pvt. Ltd., Pune will be installed for power backup for some equipment’s such as Stability Chamber, HPLC, HPTLC and UV.

4) A separate area will be provided by MMCOP for the conduct of Research and Development activities at first floor Laboratory No. 107 and 108 which is admeasuring 80 sq. mtr., with electrical fittings and Laboratory No. 107 will be with AC arrangement.

5) The product development charges / testing charges will be paid by Ari Healthcare Pvt. Ltd., Pune to MMCOP will be Rs.1.30 Lakhs plus GST per month. This will be fixed charges per month irrespective of Number
of Tests / Number of Product Development Activities. These charges are to be paid by Ari Healthcare Pvt. Ltd., Pune before 10th day of each and every calendar month to MMCOP. Applicable TDS and other taxes will be deducted while making the payments. Also, if the GST is not reflected in 2A for earlier month then payment will be kept on hold.

6) The electricity charges will be paid at actual required for the conduct of Research and Development activities. For this the arrangement of sub meter will be done by MMCOP and the charges will be rate per unit for units consumed. For the rate per unit MSEB bill will be referred and total bill amount will be divided by number of units. These charges will be paid by Ari Healthcare Pvt. Ltd., Pune on or before 10th of each and every calendar month.

7) Ari Healthcare Pvt. Ltd., Pune will supervise / oversee the Research and Development activities including analytical work conducted for Herbal / Ayurvedic / Nutraceutical Products at MMCOP.

8) Initially the period of this MOU will be for not less than for 12 months i.e. from 01st July, 2019 to 30th June, 2020. If Ari Healthcare Pvt. Ltd., Pune wants to shift / close its activities in between then they have to pay the charges mentioned above till 30th June, 2020. If Ari Healthcare Pvt. Ltd. Pune wants to continue this activity beyond this period i.e. beyond 30th June, 2020 then 10% incremental charges per year will be applicable on charges per month (i.e. Rs. 1.30 Lakhs + 10% incremental charges + GST) and can vacate the premises with one month notice in advance in writing. One month notice in advance in writing by either side is applicable for termination of this agreement beyond 30th June 2020.

9) Since the equipment's / instruments / apparatus owned by Ari Healthcare Private Limited will be handled by Expert Technicians under the supervision of Ari Healthcare Pvt. Ltd., Pune Any damage / loss / breakage to equipment's / instruments / apparatus due to handling or during off period will be the sole responsibility of Ari Healthcare Pvt. Ltd., Pune. MMCOP will not be responsible for such damage / loss / breakage of equipment's / instruments / apparatus.

10) The equipment's / instruments / apparatus mentioned in annexure 2 owned by MMCOP will be utilized for research and development activities of Ari Healthcare Pvt. Ltd. from 9.30 am to 12 noon on every working day. The record of all the research activities will be captured in the log books of respective equipment's / instruments / apparatus. Any damage / loss / breakage to equipment's / instruments / apparatus during mutually agreed period (9.30 am to 12 noon in every working day) will be the sole responsibility of Ari Healthcare Private Limited. MMCOP will not be responsible for such damage / loss / breakage of equipment's / instruments / apparatus.

11) For all legal and practical purposes personnel engaged by Ari Healthcare Pvt. Ltd., Pune will be the employees / contractual workers of Ari Healthcare Pvt. Ltd., Pune and Ari Healthcare Pvt. Ltd., Pune shall be solely responsible for them for all legal and extra-legal compliance's.

12) It is clearly understood that Ari Healthcare Pvt. Ltd., Pune shall be solely responsible for any remuneration, welfare, compensation, employee's provident fund or any such allied and related payments and / or claims, arising out of or related to, any contractual or legal obligation as raised by its employees/personnel/agents/representatives working / visiting / stationed at MMCOP's premises, whether being authorized or not, raising a claim against MMCOP for any reason, associated with this MOU. Ari Healthcare Pvt. Ltd., Pune undertakes to indemnify, defend and hold harmless MMCOP and all its officials from any and all such claims raised and vice versa.

13) During the term of this MOU and further continuation, any confidential information of MMCOP is received by Ari Healthcare Pvt. Ltd., Pune and / or its employees / personnel, the same shall be maintained in the strictest confidence and trust by them and vice versa.

14) If any party commits breach of any of the clauses/ representation / undertaking under this Agreement then MOU entered shall be null and void.
15) This MOU shall not be varied, amended or modified by any of the Parties in any manner, whatsoever, unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both the Parties.

16) This Agreement has been executed in duplicate. One original will lie with the Ari Healthcare Private Limited and other original will lie with MMCOP. Each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF the Parties hereto have entered into this MOU the day and year hereinabove written at PUNE.

Signed And Delivered by the Authorized Representative for and on behalf of:

For MMCOP
Name & Designation
Shri. Kishor H. Mungale
Secretary
Marathawada Mitra Mandal, Pune.

[Signature]
WITNESS MMCOP

[Signature]
Dr. Manohar J. Patil
Principal – MMCOP, Pune

[Signature]
Mr. S. N. Kadam
Registrar – MMCOP, Pune

Enclosures: Annexure I & II

For Ari Healthcare Pvt. Ltd
Name & Designation
Dr. Sanjay Nipanikar
Head- Research and Development

WITNESS Ari Healthcare Pvt. Ltd

[Signature]
Dr. Dheeraj Nagore
Senior Manager – Analytical Department
Ari Healthcare Pvt. Ltd, Pune

[Signature]
Mr. Maniesh Zambray
Manager - Human Resource and admin
Ari healthcare Pvt. Ltd, Pune

Enclosures: Annexure I & II
MoU with Ari Healthcare Pvt. Ltd. Pune

Renew Date- 1) 30/06/2021
             2) 01/07/2019

Sign. Date- 01/08/2013
MEMORANDUM OF UNDERSTANDING

BETWEEN

MARATHWADA MITRA MANDAL’S

COLLEGE OF PHARMACY,

THERGAON (KALEWADI), PUNE- 411033

AND

M/S. ARI HEALTHCARE PVT. LTD.,

UNIT NO. 401, INTERNATIONAL BIOTECH PARK, BTS 2
BUILDING, CHRYSALIS ENCLAVE, 4TH FLOOR, PLOT
NO. 2A, MIDC PHASE II, HINJEWADI, PUNE – 411057

ON

COLLABORATION IN

PRECLINICAL STUDIES
MEMORANDUM OF UNDERSTANDING
BETWEEN
MARATHWADA MITRA MANDAL’S COLLEGE OF PHARMACY,
THERGAON (KALEWADI), PUNE- 411 033
AND
M/S ARI HEALTHCARE PVT. LTD.,
UNIT NO. 401, INTERNATIONAL BIOTECH PARK, BTS 2 BUILDING, CHRYSLIS
ENCLAVE, 4TH FLOOR, PLOT NO. 2A, MIDC PHASE II, HINJEWADI, PUNE - 411 057
ON
COLLABORATION FOR PRECLINICAL STUDIES

Whereas,
The Marathwada Mitra Mandal’s College of Pharmacy, Thergaon (Kalewadi), Pune 411 033 (contract acceptor) and M/S Ari Healthcare Pvt. Ltd., Hinjewadi, Pune – 411 057 (contract giver) signed a Memorandum of Understanding on Collaboration in Preclinical Studies on 01st August, 2013;

The Participants have reached the following understanding:

SECTION 1
Objective
The objective of the collaboration under this Memorandum of Understanding (MOU) will be to continue, expand, and maximize cooperation in conducting preclinical studies between the Participants.

SECTION 2
Scope
1. Collaboration under this MOU may include, but is not limited to, the following fields:
   a. Preclinical Studies

SECTION 3
Forms of Collaborative Activities
1. Collaboration in accordance with this MOU may include, but is not limited to, the following forms:
   a. Exchange of all forms of unclassified scientific and technical information and results of preclinical studies for the projects mutually agreed to do;
   b. Exchange of scientists, other specialists, including those from industry, for participation in preclinical studies conducted in research centers, laboratories, and other facilities and enterprises of each Participant;
   c. Exchange of samples, materials, instruments and components for preclinical studies for the projects mutually agreed to do;

SECTION 4
Funding

1. Collaboration under this MOU will be subject to the availability of funds.
2. Marathwada Mitra Mandal’s College of Pharmacy, Thergaon (Kalewadi), Pune, will raise requirement of chemicals and other materials for proposed work agreed between the two participants. M/S Ari Healthcare Pvt. Ltd. would either supply those chemicals or materials.
3. In case Marathwada Mitra Mandal’s College of Pharmacy, Thergaon (Kalewadi), Pune has to make arrangements to buy the chemicals or materials and M/S Ari Healthcare Pvt. Ltd. would authorize to do so. Payment for the procurement of chemicals or other materials will be done by M/S Ari Healthcare Pvt. Ltd.
4. In addition to the above mentioned expenses MM COP & M/s. Ari Healthcare Pvt. Ltd. will agree upon the fix amount as consultation charges towards the work assigned to MMCOP. On completion of the assignment MMCOP will raise the invoice for the work and will be submit to M/s. Ari Healthcare Pvt. Ltd. along with the report of the work completed. M/s. Ari Healthcare Pvt. Ltd. will pay the amount by DD or cheque in the name of Marathwada Mitra Mandal’s College of Pharmacy, payable at Pune or by electronic bank transfer to Marathwada Mitra Mandal’s College of Pharmacy.

SECTION 5
Samples and Materials

1. Unless otherwise agreed in writing, the following provisions will apply to the transportation and use of samples and materials provided by one Participant to the other under this MOU:
2. Unless otherwise agreed by the Participants, all samples and materials provided by the sending Participant to the receiving Participant will remain the property of the sending Participant, and will be returned to the sending Participant upon completion of the mutually agreed activity.

3. Where one Participant requests that a sample or material be provided by the other Participant, the Participant providing the sample or material will bear all costs and expenses associated with the transportation of the sample or material from the location of the sending.

4. Each Participant will promptly disclose to the other Participant all information arising before and after the examination or testing of samples or materials exchanged under this MOU.

SECTION 6
General Provisions

1. Cooperation under this MOU will be in accordance with the professional ethics and mutual understanding.

2. All questions related to the MOU arising during its term will be settled by the Participants through consultations with each other.

SECTION 7
Documentation

When Participant (contract giver) requests the work to the participant (contract acceptor) a written communication is to be given for the work. The Participant (contract acceptor), will be providing the status and or report on the work in writing when requested by the participant (contract giver).

SECTION 8
Entry into Operation, Amendment and Termination

1. This MOU will enter into operation upon the last date of signature and remain in operation for a period of five years. This MOU may be amended or extended by written arrangement of the participants.

2. This MOU may be terminated at any time by either Participant upon three (3) months written notice to the other Participant. All joint efforts and experiments not completed at the expiration of the MOU may be continued until their completion under the terms of this MOU.
SECTION 9
Publication and Intellectual Property Rights

1. The investigator along with the co-investigator (MM COP team), after prior permission from sponsor (in writing), will have the right to authorship, if the study is planned for publication. The names of authors will appear according to the efforts taken by them in the preparation of the article in terms of collecting and analyzing the data and writing the article.

2. An investigator and co-investigator (MM COP) may publish the study that includes information such as the data, results and its analysis. However, investigator will have to first submit a copy of the proposed manuscript to the sponsor and obtain written consent from the sponsor.

3. An investigator and co-investigator (MM COP) may present the results of the study, conducted at his/her institute independently. However, investigator will have to first submit a copy of the proposed presentation to the sponsor and obtain written consent from the sponsor.

Any Intellectual property generated through preclinical study belongs to M/S Ari Healthcare Private Limited & MM COP has no right or claim on the same.

Prin. Bhausheb G. Jadhav
Executive President
Marathwada Mitra Mandal
202/A, Deccan Gymkhana
Pune – 411 004

Dr. Manohar J. Patil
Principal
Marathwada Mitra Mandal’s
College of Pharmacy,
Thergaon (Kalewadi),
Pune – 411 033

Dr. Sanjay Nipanikar
R & D Head,
M/S Ari Healthcare Pvt. Ltd., Hinjewadi,
Pune – 411 057

Mr. Sanjeevan Kanjilal
Managing Director
M/S Ari Healthcare Pvt. Ltd., Hinjewadi,
Pune – 411 057