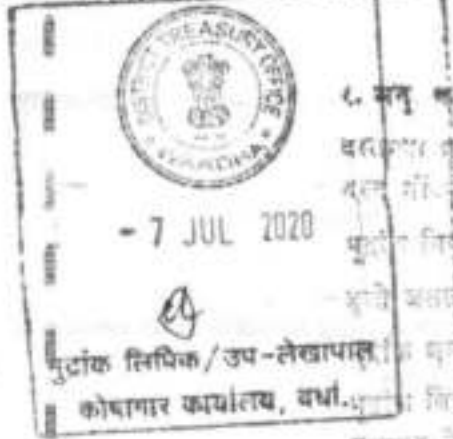




महाराष्ट्र MAHARASHTRA

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WD 693899



26525 17-7-2020  
र. मं. नं. दिनांक: 17-7-2020  
वर्तमान मूल्य .....  
दस्तावेज कोषागार कार्यालय, वर्धा, महाराष्ट्र  
मुद्रांक लिपिक/उप-लेखापाल कोषागार कार्यालय, वर्धा  
मुद्रांक लिपिक/उप-लेखापाल कोषागार कार्यालय, वर्धा  
मुद्रांक लिपिक/उप-लेखापाल कोषागार कार्यालय, वर्धा  
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मुद्रांक लिपिक/उप-लेखापाल कोषागार कार्यालय, वर्धा

मुद्रांक लिपिक/उप-लेखापाल कोषागार कार्यालय, वर्धा

**Memorandum of Understanding**  
*Between*  
**Quality Mushroom Farm, Pune**  
*and*  
**Department of Zoology, Bajaj College of Science, Wardha**  
*For facilitating*

Course conduction of Certificate Course in Vermicompost technology.

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 17 day of the month of July in the year 2020 by and between Quality Mushroom Farm, Pune

having its Head Office at Pune [hereinafter called First party], a **Small and Medium Enterprise (MSME Registration No. UAN-MH26A0060359)** on the ONE PART and the **Department of Zoology,**

**Bajaj College of Science** [Private minority Institution having its headquarters at Wardha [hereinafter called Second party], a **constituent college of the trust "Shiksha Mandal", Wardha** on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

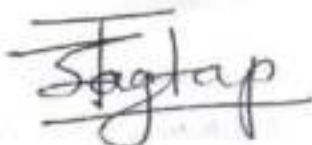
The parties, having discussed fields of common interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and other backup like guidance and resource persons provided time to time for smooth conduction of Certificate course in Vermicompost technology.

WHEREAS the "First Party" is **an industry to undertake lead in the area of product, process, technology development in Vermicompost technology** AND WHEREAS the "Second Party", is an established department of the college and recognized by University Grants Commission and is affiliated to **RTM Nagpur University, Nagpur.** Department involved in **teaching in graduate and post graduate level in Zoology.**

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

#### **Article 1. Scope**

- 1.1 The Second party will recognize the First party as an industry for conducting training related to the certificate course in Vermicompost technology.
- 1.2 Instrumentation facility and other field facilities available with the First party and the Second party will be made available to the faculty, resource persons, trainers and students. However, the costs of specific consumables will be borne by the respective organizations.



- 1.3 There shall be deputation of students for academic and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

#### **Article 2. Management**

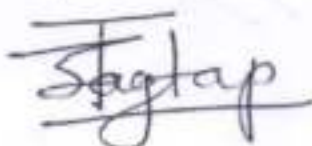
- 2.1 Proprietor of the First party and the Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

#### **Article 3. Exchange of Information**

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. The second party shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

#### **Article 4. General Provisions**

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

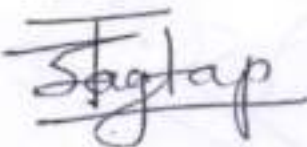




- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published.
- 4.5 A copy of the report will be submitted to the First Party after the award of the certificate by the Second party.
- 4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement.
- 4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

#### **Article 5. Admission and Fees**

- 5.1 All those who wish to register as student for certificate course in Vermicompost technology programme under this MoU must apply for admission at the Second party.
- 5.2 Admission of the students and the award of degrees for will be the responsibility of the Second party as per the rules and regulations.
- 5.3 Allotment of the students to the First party will be done by the prior approval of Proprietor of the First party and Head of the Institution of the Second party.
- 5.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.



5.5 The number of student(s) at any particular time will be subjected to the availability of facilities and trainers time to train at the First party institution.

5.6 Any student(s) admitted to the First party for training, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

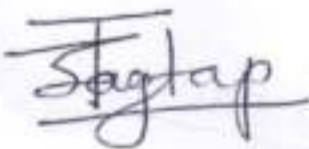
5.7 Fees will be charged from the students by the second party.

#### **Article 6. Entry into effect, modification and termination**

6.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years.

6.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

6.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.



This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Mrs. Trupti B. Dhakate  
Proprietor  
Quality Mushroom Farm  
Godown No. 6  
Survey No. 79/3, Nandoshi Road  
Mahalai Nagar, Raikarmala, Dhayari  
Pune-411041  
Maharashtra

Dr. Om Mahodaya  
Principal  
Bajaj College of Science  
Jamnalal Bajaj Marg  
Wardha-442001  
Maharashtra

(Name and Address of the First Party)

(Name and Address of the Second Party)

Tel. No. 9325819498, 9373301562

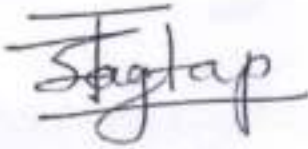
Tel. No. 07152-241696

Date: 17/07/2020

Date: 17/07/2020

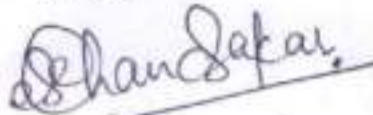
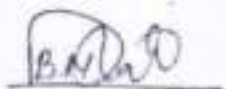
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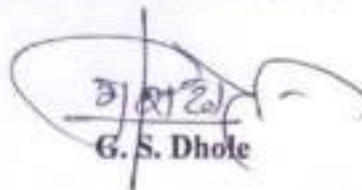
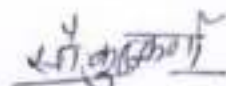
Witness

Witness



Bhushan N. Dhakate

Mamata R. Chandrakar



Bhagyashree R. Kulkarni

G. S. Dhole





महाराष्ट्र MAHARASHTRA

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WD 693900



- 7 JUL 2020

मुद्रांक लिपिक / उप-लेखापाल  
कोषागार कार्यालय, वर्धा.

क्रमांक 26526 दिनांक 17-7-2020

दस्तावेज क्रमांक .....

दस्तावेजाचे प्रकार काही काही होय/नाही

प्राथमिक निकाश घेतल्याने माला व काही

काही असाधारण स्थिती माला व काही

इतर काही काही स्थिती माला व काही

दस्तावेजाचे प्रकार .....

दस्तावेजाचे प्रकार काही काही होय/नाही

दस्तावेजाचे प्रकार काही काही होय/नाही

दस्तावेजाचे प्रकार काही काही होय/नाही

दस्तावेजाचे प्रकार काही काही होय/नाही

Principal  
Bajaj College of Science,  
Wardha.

म.के. मंगेशकर गिरे

Memorandum of Understanding  
between  
Ankur Seeds Pvt. Ltd, Nagpur  
and  
Bajaj College of Science, Wardha  
for facilitating

Certificate Course in Seed Production Technology

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 18<sup>th</sup> day of the month of July in the year 2020 by and between Ankur Seeds Pvt. Ltd having its Head Office at Nagpur [hereinafter called "AS"/ First party], a private agro-based company on the ONE PART and the Bajaj College of Science [Private minority Institution having its headquarters at Wardha [hereinafter called "BCS"/ Second party], a constituent college of the

*Handwritten signature*

*Handwritten signature*

trust "Shiksha Mandal", Wardha on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training in cutting edge areas and certificate course in seed production technology.

WHEREAS the "First Party" is a private seed company to undertake lead researches in the area of seeds and agrochemical products, process, technology development in rural industrialization (specific mandated domain within the approved disciplines/divisions), AND WHEREAS the "Second Party", established as a college and recognized by University Grants Commission and its Departments are involved in teaching in graduate and post graduate level in science such as Botany, Zoology, Chemistry, Microbiology, Mathematics and research leading to doctoral degree in science subjects (Botany and Chemistry), affiliated to RTM Nagpur University, Nagpur.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

  
(Signature of First Party)

  
(Signature of Second Party)  
Principal  
Bajaj College Of Science,  
Wardha.

#### Article 1. Scope

- 1.1 The Second party will recognize the First party as an Institute for providing practical expertise in certificate course in seed production technology as the requirement of the students for the certificate course. The Second party will recognize and avail their field and technical expertise from the scientists of the AS as recommended by its Executive Director.
- 1.2 Operational details of certificate programme will be made in common platform restricted to specific modules of course curriculum within the approved disciplines/divisions.
- 1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and students enrolled to certificate course. However, the costs of specific consumables will be borne by the respective organizations.
- 1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.



## Article 2. Management

- 2.1 Director of the First party and the Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic, curriculum development, placement training and research activities, which should be open to the students, faculty and scientists.

## Article 3. Exchange of Information

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

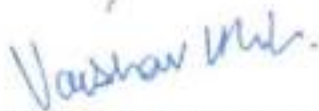
  
(Signature of First Party)

  
(Signature of Second Party)  
Principal  
Bajaj College Of Science,  
Wardha.

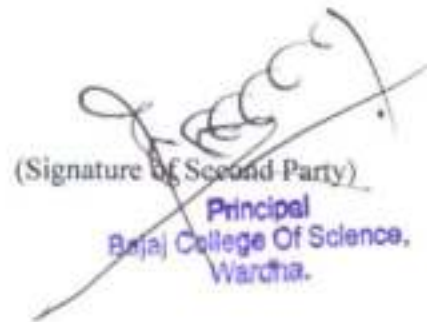
## Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any technical reports/findings/progress report/portfolio/research publications arising will be jointly published.
- 4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.



(Signature of First Party)



(Signature of Second Party)  
Principal  
Bajaj College Of Science,  
Wardha.

#### Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated. The AS as the first applicant and the Second party BCS shall be the joint applicants for developing job prospectus of certificate enrolled students, IPRs and the students and involved scientific staff shall be included as the inventor/author. The management and benefits sharing of the generated intellectual property shall be mutually decided in each case.

#### Article 6. Admission and Fees

- 6.1 All those who wish to register as student for certificate course under this MoU must apply for admission at the Second party.
- 6.2 Admission of the students and the award of certificate will be theresponsibility of the Second party as per the rules and regulations.
- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.
- 6.5 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' tirae to teach, guide and mentor for the course curriculum at the First party institution.
- 6.6 Any student(s) admitted to the First party for certificate course, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
- 6.7 Fees will be charged from the students by the First party as per as per the mutually agreed consent.



(Signature of First Party)



(Signature of Second Party)  
Principal  
Bajaj College Of Science,  
Wardha.



**Article 7. Entry into effect, modification and termination**

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five-year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least three months in advance from the effective date of termination.
- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

*Vaishav m.*  
**Dr. Vaibhav Kashikar,**  
Executive Director  
Ankur Seeds Pvt. Ltd. Nagpur.  
(Name of the Director and  
Address of the First Party)

*[Signature]*  
**Dr. Om Mahodaya,**  
Principal  
Bajaj College of Science,  
Wardha.  
Bajaj College of Science,  
Jamnalal Bajaj Marg, Civil Lines, Wardha  
(Name and Address of the Head of the  
Institution of the Second Party)

Tel. No. 9822201123  
Date

Tel. No. 07152-230515  
Date

Signature with Seal

Signature with Seal



*[Signature]*  
Witness 1 ..... *(Mr. Dinesh Kashyap)*  
Witness 2 ..... *(Mr. Ashish Tiwari)*

*[Signature]*  
Witness 1 ..... *(Dr. P. F. Dhabandi)*  
Witness 2 ..... *(M. R. Chandrakar)*



महाराष्ट्र MAHARASHTRA

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WF 026934



Principal  
Bajaj College Of Science,  
Wardha.  
ने. गान्धेरा मालिनी  
94223  
20.6.2020

**Memorandum of Understanding  
between  
Cleanchem Laboratories LLP  
and  
Bajaj College of Science**

*for facilitating*  
**Students Training / internship Undergraduate & Postgraduate Research**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 28<sup>th</sup> Jul-2020 by and between Cleanchem Laboratories LLP, Navi Mumbai having it's Head Office at Navi Mumbai ["Cleanchem Laboratories LLP" / First party], on the ONE PART and the Bajaj College of Science [Private minority Institution having its headquarters at Wardha [hereinafter called "BCS"/ Second party], a constituent college of the trust "Shiksha





**Mandal", Wardha** on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the College & industries, have decided to enter into long-term collaboration for promotion of students training and postgraduate research in cutting edge areas.

WHEREAS the "First Party" is an independent reliable R&D based custom manufacturing company (CRAMS) delivering its numerous leading products to pharmaceutical, chemical, clinical research, Speciality chemicals, academic and government research institutions and healthcare industry (specific mandated domain within the approved disciplines / divisions), AND WHEREAS the "Second Party", established as an autonomous college and recognized by University Grants Commission and its Departments are involved in **teaching in graduate and post graduate level in science such as physics, chemistry, bioscience, mathematics and research leading to doctoral degree in science subjects mentioned above** (specific areas of research), affiliated to **RTM Nagpur University, Nagpur.**

WHEREAS, Both **BCS & Cleanchem Laboratories**, now

- Recognizing the importance of research and development in the areas of chemistry, as well as imparting industrial training to the science students with chemistry subject etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to chemical science.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of sciences with special emphasis on chemistry and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made here in and of good and valuable consideration, the receipt and sufficiency of which both BCS and Cleanchem laboratories hereby acknowledge, BCS and Cleanchem laboratories here by agree to sign a memorandum of understanding (MOU).



(Signature of First Party)



(Signature of Second Party)  
Bajaj College Of Science,  
Wardha.



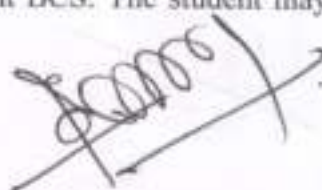
## Article 1. Scope

This MOU details the modalities and general conditions regarding collaboration between BCS and Cleanchem Laboratories for enhancing, within the country, the availability of highly qualified manpower in the areas of chemistry without any prejudice to prevailing rules and regulations in BCS and Cleanchem laboratory without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to BCS and Cleanchem laboratory. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both BCS and Cleanchem Laboratories shall encourage interactions between the Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Joint guidance of student projects / thesis in Chemistry and other areas of national interest at BCS by Cleanchem Laboratories on mutually agreeable terms.
- d) Cleanchem laboratory would accommodate meritorious students of BSc. Sem.VI & MSc. Sem.-IV (with chemistry subject) for the purpose of imparting industrial training.
- e) Cleanchem laboratories may depute its personnel as visiting faculty at BCS to teach any of the regular Course or specialized topics.
- f) Cleanchem laboratories personnel, as well as research scholars, may also be allowed to enroll for their Ph.D. / M.Tech. (Research) at BCS, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of BCS and RTM Nagpur University Nagpur. Further, Cleanchem laboratories may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- g) Cleanchem laboratories may seek assistance / guidance of BCS faculty members in product / process modification, modernization, trouble shooting, etc.
- h) Would allow the industrial visits of students for half / full day to provide them with an exposure to various equipment, instrument, etc.
- i) Cleanchem laboratories may showcase its business activities at the seminar / workshop / conference, etc. at BCS.
- j) Cleanchem laboratories may avail library, Internet, computational facilities at BCS.
- k) Post-graduate student will be allotted a Research supervisor from BCS faculty members. A Research Scientist / Engineer at Cleanchem laboratories may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Ph.D. / M.Sc. (Regular or Research) degree at BCS. The student maybe encouraged to





take up the project such that Cleanchem laboratories desirably benefits from its outcomes.

- l) The students will carry out part of their Ph.D. research work or M.Sc. project at BCS and Cleanchem laboratories depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- m) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- n) Both BCS and Cleanchem laboratories will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- o) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication / printing in any form such as Electronically / verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- p) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- q) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- r) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spell out clearly before starting the activity.

### ARTICLE-III: SHARING OF FACILITIES

- a) BCS and Cleanchem laboratories shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) BCS and Cleanchem laboratories shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department / section.
- c) BCS and Cleanchem laboratories shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.



**ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING  
FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between BCS and Cleanchem Laboratories shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

**ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than two months by either party. However, termination of the MOU will not in any manner affect the interests of the students / faculty / scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Cleanchem laboratory and BCS.

**ARTICLE-VI: IPR**

- a) Rights regarding publications, patents, royalty, ownership of software / design / product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

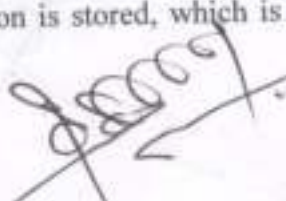
**ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both BCS and Cleanchem laboratory will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both BCS and Cleanchem laboratory shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both BCS and Cleanchem laboratory shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any





other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- a) is or becomes publicly available through no fault of the receiving party,
- b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) is rightfully obtained by the receiving party from a third party or is in the public domain
- e) is disclosed with the written consent of the party whose information it is, or
- f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

Any amendment and / or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE-IX: RESOLUTION OF DISPUTES**

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the court at Wardha.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be New Delhi and Language of arbitration shall be English.

#### **ARTICLE-X: MISCELLANEOUS**

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both BCS and Cleanchem Laboratory shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.



c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege here under preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law. d) After this Agreement has been signed, all preceding understandings / negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

**Dr. BabuGawade,**  
Founder-Director  
CleanschemLaboratories Mumbai  
R-80, 2nd Floor, Prama Instruments, T.T.C.  
Industrial Area, MIDC Industrial Area, Rabale,  
Navi Mumbai, Maharashtra 400701  
**(Name and Address of the First Party)**

**Dr. Om Mahodaya**  
Principal  
Bajaj College of Science,  
Jamnalal Bajaj Marg, Civil Lines,  
Wardha, Maharashtra 442001  
Wardha. Maharashtra India  
**(Name and Address of the Second Party)**

**Dr. Babu Gawade**  
**(Name of the Head of the Institution of the First Party)**

**Dr. Om Mahodaya**  
**(Name of the Principal of the Second Party)**

Tel. No. +91-9892169560, +91-9892169512  
Date: 28/ 07/2020

Tel. No. 07152-230515  
Date: 28/07/2020



Signature with Seal



Signature with Seal

Witness 1  Pratik Joshi

Witness 1  (Dr. P.V. Tekade)

Witness 1 .....

Witness 1  (Dr. P.G. Borkar)