

MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING made this on 17 September 2018.

BETWEEN

M/s. Parshwa Life Sciences through its sole proprietor Mr.Mehul Shah having its registered office at, B-001, Jay Poonam Nagar, Behind Deepak Hospital, Mira-Bhayander Road, Mira Road (E), 401105, Dist. Thane, hereinafter referred to as the **Parshwa** (Which expression unless repugnant to the context or meaning thereof shall mean and include their executors, administrators and assigns) of the ONE PART

AND

DY Patil Deemed to be University School of Medicine, Nerul, Navi Mumbai having its office at Sector – 7, Nerul, Navi Mumbai, Maharashtra, INDIA, hereinafter referred to as the **DYPUSOM** (Which expression unless repugnant to the context or meaning thereof shall mean and include their executors, administrators and assigns) of the SECOND PART;

AND

Department of Pharmacology having its office at 5th floor, DY Patil Deemed to be University School of Medicine, Nerul, Navi Mumbai, hereinafter referred to as the Department of Pharmacology (Which expression unless repugnant to the context or meaning thereof shall mean and include their executors, administrators and assigns) of the THIRD PART;

WHEREAS Parshwa is a Sole proprietary firm and conducts clinical trials and manages clinical trial sites as a Site Management Organization (SMO),

AND WHEREAS DY Patil Deemed to be University School of Medicine is a reputed MCI recognised medical college involved in undergraduate and post-graduate teaching and research activities,

AND WHEREAS Department of Pharmacology, is a department in DYPUSOM, which specifically deals with teaching, pharmaceutical products, drugs and clinical research and training activities.

AND WHEREAS the objective of this Memorandum of Understanding (MOU) is to run a Clinical Research Unit (CRU) in department of Pharmacology in order to carry out various research activities for the institute.

AND WHEREAS the DYPUSOM and Department of Pharmacology has permitted Parshwa to run their clinical trial operations activities at the Clinical Research Unit. The aforesaid have also appointed Dr. Deepak Langade (Professor & Head, Department of Pharmacology) as overall in charge of Clinical Research Unit (CRU) and Mr. Mehul Shah of Parshwa is appointed as an Advisor cum Coordinator.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of Memorandum of Understanding in writing

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. **Duration of MOU:** This MOU shall be operational upon signing and will have an initial duration of 10 years and to be renewed subsequently by mutual consent of both the parties.
2. **Coordination:** Dr. Anant Patil is appointed as an Administrator and Coordinator by the DYPUSOM and Department of Pharmacology to coordinate between the aforesaid parties. All administrative requirements and challenges shall be addressed and handled by the Pharmacology Department and the institute. Moreover, administration requirements between Principal Investigator, Institutional Ethics Committee (IEC) and Hospital Administration shall be addressed and handled by Dr. Deepak Langade of the Clinical Research Unit.
3. **Indemnity:** Parshwa hereby agrees jointly and severally to indemnify DYPUSOM and Department of Pharmacology, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

Similarly, Parshwa shall be liable to indemnify/compensate the DYPUSOM and Department of Pharmacology on account of any losses arising due to the fault of Parshwa.

4. **Facility Upgradation:** Parshwa hereby agrees to install and maintain the CRU facility with necessary infrastructure as required including but not limited to computers, fax, scanner, printer, stationary, furniture, storage, equipment for sample processing, equipment for audio-video consent process, air conditioning etc.
5. **Honorarium:** Parshwa hereby agrees to pay honorarium of Rupees 14,000/- per month for the space and the expenses of electricity and infrastructure provided by the Department of Pharmacology and DYPUSOM on the 5th floor CRU. The aforesaid honorarium shall be increased by 10% every year. The aforesaid honorarium shall be transferred by Parshwa on 1st day of every month in the bank account maintained and provided by DYPUSOM as below:

Mode of payment: Cheque/DD/NEFT

Name: **DY Patil University School of Medicine Ethics Committee**

PAN No. **AABTP2448L**

TAN No. **MUMP 17020D**

Bank details: Savings A/C # **017010100010172**

The Mahanagar Cooperative Bank Ltd.

Nerul Branch

RTGS/NEFT IFCS: **MCBL0960017**

6. Role and Responsibilities of Parshwa

The Parshw shall;

- a. Conduct clinical trial activities in accordance with the ICMR guidelines, ICH-GCP(International Council on Harmonization – Good Clinical Practice) guidelines, CDSCO regulations and the New Drugs and Clinical Trial Rules, 2019 of the Drugs and Cosmetics Act 1940, at DYPUSOM, DY Patil Hospital and its affiliated institutes under the DY Patil Deemed to be University, Nerul, Navi Mumbai.
- b. Support any academic and research related activity conducted by the institute.
- c. Develop and maintain infrastructure required for clinical trials.
- d. Purchase, repair, maintain and develop the required infrastructure for relevant clinical trials time to time.
- e. Appoint enough staff and will pay the salaries. Staff appointed by Parshwa shall not be the liability of the Department of Pharmacology and DYPUSOM.

4. Role and Responsibilities of D.Y. Patil University School of Medicine and Department of Pharmacology:

The DYPUSOM and Department of Pharmacology shall:

- a. Provide space on 5th floor in Department of Pharmacology, Clinical Research Unit (CRU).
- b. DYPUSOM and Pharmacology department shall not be liable for any legal issues, financial issues and infrastructure issues pertaining to Clinical Research Unit (CRU).

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date and place mentioned hereinabove.

SIGNED AND DELIVERED

For M/s. Parshwa Life Sciences

SIGNED AND DELIVERED

For DY Patil Deemed to be University School of Medicine

SIGNED AND DELIVERED

For Department of Pharmacology