



महाराष्ट्र MAHARASHTRA

● 2025 ●



MEMORANDUM OF UNDERSTANDING (MOU)

Between

H. K. College of Pharmacy, Mumbai

And

Department of Pharmacology, HBT Medical College & Dr. R. N. Cooper Municipal General Hospital,
Mumbai

This Memorandum of Understanding ("MoU") is executed on this 7th day of JANUARY 2025,

BETWEEN

H. K. College of Pharmacy (HKCP), affiliated to University of Mumbai, Approved by AICTE, PCI, DTE (Govt. of Maharashtra). DTE Code: Ph3234, AISHE Code: C-33622, PCI Code: 811, MU Code: 738, AICTE Approval No. 06/07/MS/PHARM/2008/007, located at HK Campus, Relief Road, Oshiwara, Jogeshwari West, Pratiksha Nagar, Mumbai, Maharashtra 400102 (hereinafter referred to as "HKCP") of the FIRST PART;

AND

Department of Pharmacology, Hinduhridaysamrat Balasaheb Thackeray Medical College & Dr R. N. Cooper Hospital having (HBTMC & RNCH), located at Vile Parle (W), Mumbai (hereinafter referred to as "HBTMC & Dr. RNCH") of the SECOND PART.

(HKCP and HBTMC & RNCH shall hereinafter be individually referred to as a "Party" and collectively as "Parties").

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WHEREAS

1. Both Parties recognize the importance of collaborative academic and research initiatives in order to strengthen pharmacological and pharmaceutical sciences for the benefit of healthcare and society.
2. HKCP, through its academic programmes and faculty, is engaged in advanced pharmaceutical education and research, with expertise in pharmacology, toxicology, clinical pharmacy, and related disciplines.
3. HBTMC & RNCH, through its Department of Pharmacology, is engaged in clinical services, teaching, pharmacovigilance activities, and medical research, and provides access to patient-based data and healthcare infrastructure.
4. Both Parties desire to engage in joint activities including but not limited to: pharmacovigilance studies, ADR monitoring, toxicology, drug interactions, experimental drug evaluation, participation in clinical research, joint research projects, drug information services, student training, journal clubs, seminars/workshops, and joint submission of research proposals.

NOW IT IS HEREBY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO AS UNDER:

AREAS OF COLLABORATION

The Parties agree to collaborate in the following areas of mutual interest:

1. Pharmacovigilance studies.
2. Monitoring, reporting, and analysis of Adverse Drug Reactions (ADRs).
3. Toxicology and drug safety evaluation.
4. Drug interaction studies.
5. Experimental evaluation of drug activities in appropriate laboratory and clinical models.
6. Participation in clinical research activities.
7. Jointly sponsored research projects.
8. Drug Information Services for healthcare professionals.
9. Training in Medical Store and Pharmacy Dispensary units.
10. Conduct of Journal Club activities.
11. Joint organization of seminars, workshops, and conferences.
12. Submission of collaborative research proposals to sponsoring agencies in areas of mutual interest.



ROLES AND RESPONSIBILITIES

H. K. College of Pharmacy (HKCP) shall:

1. Provide qualified faculty, researchers, and students for collaborative projects.
2. Contribute academic expertise and laboratory infrastructure for experimental research.
3. Participate in pharmacovigilance reporting and analysis.
4. Collaborate in the design and execution of joint research projects.
5. Conduct journal clubs and disseminate scientific findings.
6. Assist in preparing joint research proposals for external funding agencies.
7. Provide and facilitate access to the Animal House facility of H. K. College of Pharmacy for research and training purposes of the Pharmacology residents and faculty of HBT Medical College & Dr. R. N. Cooper Hospital. The facility may be utilized for conducting ethically approved experimental studies, hands-on training, and collaborative research work in accordance with CCSEA norms, institutional animal ethics guidelines, and standard operating procedures, with prior permission from the competent authorities of HKCP.

HBTMC & RNCH (Department of Pharmacology) shall:

1. Facilitate clinical collaborations and access to hospital-based patient data where ethically permissible.
2. Provide clinicians, pharmacologists, and other healthcare staff for research and training.
3. Oversee ADR reporting and pharmacovigilance activities.
4. Provide infrastructure for training HKCP students in hospital pharmacy and dispensary settings.
5. Support joint organization of academic events such as seminars and workshops.
6. Collaborate on sponsored projects and publications.

EFFECTIVE DATE

This MoU will commence with effect from _____ ("Effective Date"). Neither Party may use the name of the other Party as a reference in negotiations with third parties or in press releases or other public notifications except with the prior written consent of the other Party, to the extent required by applicable law.

EXCLUSIVITY

This MOU is exclusive, and the parties are prohibited from entering into agreements with other parties covering co-operation on the said activities.



CONFIDENTIALITY

The parties shall keep confidential the terms and conditions of this MOU and other information disclosed during the course of the parties' co-operation under this MOU.

Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MOU, either directly or indirectly in any form whatsoever, including but not limited to in writing, in machine-readable or any other tangible form, orally or visually (subsequently reduced to writing).

Both parties undertake to:

- i. hold all such Confidential Information in strictest confidence;
- ii. not disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder, provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of Confidential Information;
- iii. not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MOU.

This confidentiality obligation shall not apply where:

- i. The Confidential Information is, at the time of disclosure, part of the public domain; or
- ii. Is explicitly approved for release by the concerned Party; or
- iii. The Confidential Information is required to be disclosed to a government agency to further the objectives of this MOU or by a proper court of competent jurisdiction.

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS (IPR)

HINDUHRIDAYSAMRAT BALASAHEB THACKERAY MEDICAL COLLEGE & Dr. R. N. COOPER HOSPITAL and H. K. COLLEGE OF PHARMACY shall be the joint owners of and retain all rights, title and interest, including, without limitation, intellectual property rights, trademarks, design, copyrights, patents, invention rights, trade names, confidential information and know-how in content, study material, text books, CDs thereof and any modifications thereto.

NON-CIRCUMVENTION

Both parties agree not to circumvent the terms of this MOU to avoid payment to the other of fees or to avoid providing infrastructure facilities to the other, either directly or indirectly, with reference to the transactions and terms contemplated herein except as provided by DCGI (India).

ARBITRATION AND DISPUTE RESOLUTION

In the event of any dispute or difference arising out of or in connection with this MOU, the parties shall resolve such disputes or differences first by mutual discussion, and if by such mutual discussion the



disputes remain unresolved, the aforesaid dispute or difference shall be referred to Arbitration to be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996.

The Arbitration shall be referred to a mutually acceptable arbitrator and, failing such an agreement, the disputes shall be referred to a tribunal of three arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the said nominated arbitrators, whose decision shall be binding upon both the parties.

GOVERNING LAW

The Laws of India shall govern the validity and interpretation of this MOU, and the Courts at Mumbai shall have exclusive jurisdiction.

VALIDITY OF MOU

The MOU shall be valid from the Effective Date and shall remain in force for 5 years, which may be renewed for such period and on such terms and conditions as agreed between the Parties.

FORCE MAJEURE

If either of the two parties is prevented, restricted, delayed, or interfered with by reason of:

- a) Fire, explosion, cyclone, floods, drought, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance, or requirement of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns, or labour disputes which are not instigated for the purpose of avoiding obligations herein; or
- e) Any other circumstances beyond the reasonable control of the party affected, then notwithstanding anything hereinbefore contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay, or interference, provided the party so affected uses its best efforts to remove such cause of non-performance, and when removed, the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice promptly to the other party upon becoming aware of an Event of Force Majeure, mentioning details of the circumstances giving rise to the Event of Force Majeure, and promptly take such steps whereby this MOU may be performed despite the event of force majeure.

INDEMNITY

Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorneys' fees, court fees, litigation costs), damages, charges, or penalty which may be caused to or suffered by the other Party arising out of or

resulting from the material breach of the provisions or obligations contained in this MOU due to omission or commission of any act by the defaulting party.

LIMITATION OF LIABILITY

To the full extent permitted by law, both parties are not liable for loss of profits, revenue, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, save and except for any such loss or damage caused or contributed to by gross negligence or wilful breach of this MOU by either party.

MISCELLANEOUS

The benefit or interest in this MOU shall not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party.

If any provision or portion of this MOU is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this MOU has been executed without the invalid, illegal or unenforceable provisions.

All amendments or modifications to the terms and conditions of this MOU must be made in writing with the mutual agreement of the Parties and shall be duly signed by the authorized signatories of both Parties.

This MOU has been duly authorized and executed by the Parties and constitutes a valid and legally binding obligation of the Parties, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have signed this MOU, executed by their duly authorized representatives as of the day and year first above written.

DEPARTMENT OF PHARMACOLOGY

HINDUHRIDAYSAMRAT BALASAHEB THACKERAY MEDICAL COLLEGE & DR. R. N. COOPER HOSPITAL

Signature: [Signature] - 07/01/2026

Name: PROF & HEAD

Designation: DEPT. OF PHARMACOLOGY
H.B.T. MEDICAL COLLEGE &
DR. R. N. COOPER MUN. GEN. HOSPITAL



[Signature]
07.01.2026

**DEAN
H. B. T. MEDICAL COLLEGE &
DR. R. N. COOPER HOSPITAL**

H. K. COLLEGE OF PHARMACY, MUMBAI

Signature: [Signature]

Name: DR. TUSHAR MANENDRA LOCHANDE

Designation: Principal & Professor

**PRINCIPAL
H.K. COLLEGE OF PHARMACY
Jogeshwari (W), Mumbai-400 102.**



[Signature]