

MOU

Sciformix Technologies Pvt Ltd

And

SCEs Indira College of Pharmacy

MOU



महाराष्ट्र MAHARASHTRA

2017

SC 919326



MASTER COLLABORATION AGREEMENT

श्री. सु. का. पाटील

This MEMORANDUM OF AGREEMENT made at Pune, on this 8 June, day Thursday of 2017, between Sciformix Technologies Pvt. Ltd. having its registered office at Akruiti Softech Park, 2nd Floor, Road no. 21, MIDC, Andheri (East), Mumbai 400093 (hereinafter referred to as 'Sciformix' in brief) and Indira college of Pharmacy, Pune having its registered office at 89/2A, Niramay New Mumbai-Pune Highway, Tathawade 411033.

WHEREAS, Sciformix is a leading provider of drug safety services for several biopharmaceutical and healthcare companies. With expansion of its PV services, Sciformix recognizes the need to offer training programs in PV with a view to build capacity in PV in the country. With this objective, Sciformix is collaborating with ICP to establish a certificate course in PV and to conduct it.

WHEREAS, ICP is a recognized teaching institute affiliated to Savitribai Phule Pune University and offers undergraduate and postgraduate courses in pharmaceutical sciences, including the Pharm D. program. It is aware of the growing importance of drug safety and is interested in offering training in this subject.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties here as it follows :

Sciformix and ICP are interested in collaborating to offer a certificate course in PV and Medicinal Safety (PVMS) to students of Pharmacy, Medicine and Biological Sciences.

A. Responsibilities:

1. ICP will be responsible for conducting the course through Dept of Pharmacology. ICP will be responsible to let other colleges in the vicinity know about PV school and in turn spread awareness to the eligible students. The course venue will be ICP, Wakad, Pune.
2. Certificates will be issued jointly by ICP and Sciformix.
3. Sciformix will be responsible for syllabus design, developing the course content and will assume most of the responsibility for training. Sciformix will continue to be responsible for ensuring timely updates to the course content as regulations evolve and as there are changes in PV practice. Sciformix will be responsible for hands-on training on safety database for the students as well as participate in assessment of students at the time of admission and assume responsibility of assessment at the end of the course.

4. ICP's assigned staff will be course in-charge and will assume responsibility for admissions, promotion, administration and overall conduct of the course.
5. A governing body comprising of representatives of Sciformix and ICP will be formed. It shall consist of three representatives each from Sciformix and from ICP.
6. ICP agrees that Sciformix has an exclusive right on the study material that has been developed and ICP cannot use the material unless and until the explicit written permission has been granted by Sciformix.
7. ICP agrees to pay honorarium to the faculty members as per the agreed compensation rate (annexure 1.1) within 1 week of the session and to pay 50% advance of complete fees to Sciformix and the final settlement of accounts will be completed at the end of each batch
8. Sciformix agrees to share 50% of the surplus (profit) with ICP
9. In the event of losses both the parties will share the losses equally
10. ICP agrees that unless and until definite agreements between them for establishment of the PV course are finalized and signed, neither party will be under any legal obligation whatsoever with respect to such arrangements beyond the provision of this MOU.

B. Expenditure and Payments

1. Sciformix has spent about Rs 9,00,000/- (Nine lakhs only) towards study material development. Which will be recovered by spreading over four batches, with recovery of Rs 2,25,000/- (Rupees two lakhs twenty five thousand) after each batch for four consecutive batches. (Annexure 1.1)
2. Expenses incurred for brochure printing, promotion of the course will shared equally by both the parties.(Annexure 1.1)

3. Sciformix will charge Rs 25,000/- for Argus data base facilitation per batch (Annexure 1.1)
4. ICP will be paid Rs 60,000/- towards rent and utilities per batch (Annexure 1.1)
5. Sciformix will charge Rs 60,000/-towards pre-selection interviews and Rs 30,000/-towards administration of examination and correction of papers.(Annexure 1.1)
6. ICP agrees to pay Sciformix 50% advance and the accounts will be settled after each batch
7. Sciformix agrees to share 50% profit with ICP

C. Term of Agreement

1. The term of this Agreement shall be for a period of three years commencing on the effective date, this Agreement shall be automatically renewed for successive three (3) year periods. However, this Agreement shall be reviewed annually by consent of both the parties for its performance.

1) Relationship of the Parties

1. Sciformix and ICP are independent parties. Both parties agree that their relationship is that of an independent collaborating parties and not of an employer and employee.
2. Neither party shall have express or implied rights nor the authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this master collaborative agreement.
3. It is understood that Sciformix and ICP shall exercise no control over the activities and operations of each other.

4. It is understood that the employee(s) of one party shall not be considered to be employee(s) of the other party and neither party shall enter into any contract or agreement with a third party which purports to obligate or bind the other party.
5. It is agreed that Sciformix can enter into agreement with any other person/institution/party or any legal entity for PV school and any similar capacity building activity during the subsistence of agreement with ICP

D. Confidentiality

1. The parties hereto recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and information relating to the work or the business of either party without the written consent of either party. ICP agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any study material for any reason whatsoever, without the prior written consent of Sciformix in each instance, provided that the following disclosures and uses shall be permitted hereunder.
 - a. Information may be furnished to any licensing authority or government agency.
 - b. Information may be supplied pursuant to legal process and
 - c. Information may be reviewed by Sciformix accountants and professional advisors.

E. Compensation

1. In consideration of the provision this "collaboration agreement" Sciformix agrees to share 50% of the profit with ICP. (Annexure:1.1)

F. Termination of Agreement

1. This Agreement shall be terminated by mutual agreement by giving thirty (30) days prior written notice by either party provided there is no ongoing batch of students pending course completion.

G. Jurisdiction

This Agreement has been accepted & executed by the parties at Pune, State of Maharashtra, India and it has been agreed to between the parties hereto that all the covenants terms & conditions hereof shall be observed and performed at Pune. Hence it is agreed that if any dispute arose between the parties in any way relating to this Agreement shall have jurisdiction to the Pune Courts only.

H. Arbitration

All the disputes, differences and/or claims arising out of this agreement whether during its subsistence or thereafter shall be settled by Arbitration in accordance with the Provisions of Arbitration & Conciliation Act – 1996 or any statutory amendments thereof and shall be referred to the Sole Arbitration of an Arbitrator nominated by the Chief Executive Officer of THE COMPANY. The award given by such Arbitrator shall be final and binding on both the parties to this Agreement. It is a term of this Agreement that in the event that such an Arbitrator to whom the matter has been originally referred to dies or is unable or unwilling to act for any reason, the Chief Executive Officer of the Company at the time of such death of the Arbitrator or his inability or his inability or unwillingness to act as arbitrator,

shall appoint another person to act as Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor.

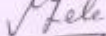
I. Permission to use company specific Information or Statement

This authorization shall extend only to Sciformix newsletters and / or other publications that inform the industry of Sciformix' business activities.

J. Use of Party's Name and Logo.

No party shall, without the prior written consent of the other party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the party.


IN WITNESS WHEREOF, the parties hereto have the authority to bind the party that they represent and have caused this Agreement to be duly executed in their respective names.

Signature: 

Name : Dr Chitra Lele Ph.D.

Title : Chief Scientific Officer

Date : 22-JUNE-2012

Signature: 

Name: Dr Anagha Joshi

Title : Principal

Date : 9/7/12

SUMMARY



Shree Chanakya Education Society's
Indira College of Pharmacy, Pune

"Redefining Pharmacy Education"

NAAC : B++

Approved by PCI, AICTE, New Delhi, Affiliated to SPPU & MSBTE, Recognized by Govt. of Maharashtra

SUMMARY

Title: Activities carried out under MOU (Sciformix)

S.No.	Name of the Activity	No. of the students	Class
1.	Certification Course in Pharmacovigilance Training Programme with Argus orientation (2017-2018)	18	Final Year B. Pharm
2.	Placement	6	Final Year B. Pharm



Dr. Anagha M Joshi

PRINCIPAL
(Principal)
Indira College of Pharmacy
Tathawade, Pune - 411 033

Certification Course



Shree Chanakya Education Society's
INDIRA COLLEGE OF PHARMACY, PUNE
"Redefining Pharmacy Education"



[Signature]

PRINCIPAL
Indira College of Pharmacy
Tathawade, Pune - 411033.



Offer Letter



Shree Chanakya Education Society's
Indira College of Pharmacy, Pune
"Redefining Pharmacy Education"

NAAC: B++

Approved by PCI, AICTE, New Delhi, Affiliated to SPPU & MSBTE, Recognized by Govt. of Maharashtra

June 1, 2018

Mr. Mohan Lachchharam Chaudhary
Flat no-15, Mahavir Nagar H building
Opposite to Anandi Dining Hall
Singhd Road Pune-51

Subject: Offer of employment

Dear Mr. Chaudhary:

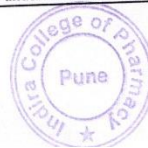
Thank you for the time you spent interviewing with us recently. We are pleased to inform you that we are satisfied with your qualifications and experience. Consequently as per our discussions, we would like to confirm our offer to you in our organization as detailed below:

1. Your designation will be Trainee Safety Data Analyst and you will be mainly posted in Pune. This offer is subject to clearance and submission of your final year result by end of July 2018
2. Your basic salary will be Rs. 7,000 (Rupees Seven Thousand Only) per month. Your fixed gross annual cost to the company (CTC) would be Rs. 240,000 (Rupees Two Lakh Forty Thousand Only). Please refer Compensation Particulars below.
3. The performance linked bonus is an indicative amount and will vary based on your performance rating for the year.
4. Since the company has made significant investment in training you, you will be expected to serve a minimum of 18 months with the company effective your start date of employment so that the knowledge gained remains within the Company for a substantial period of time. Should you decide not to continue the employment, you will be liable to pay the company the all expense incurred by the Company for your training.
5. A broad description of the roles and responsibilities will be detailed in the job description which will be given to you upon joining.
6. You will be joining us on June 4, 2018.

Particulars	Monthly	Annual
Basic Salary	Rs 7,000	Rs 84,000
City Compensatory Allowance	Rs 5,000	Rs 60,000
Basket of Allowances*	Rs 6,824	Rs 81,888
Compensation (A)	Rs 18,824	Rs 225,888
Employer's Contribution to Provident Fund		Rs 10,080
Employer's Contribution to Gratuity		Rs 4,038
Compensation (B)		Rs 14,118
Gross Fixed CTC		Rs 240,000
Performance Linked Bonus (Variable)		Rs 30,000
Gross Annual Total		Rs 270,000
+ Tax exempt to the extent of receipts furnished		
++ Tax exempt to the extent of amount prescribed under Indian Income Tax Act		

Handwritten signature
PRINCIPAL

Indira College of Pharmacy
Tathawade, Pune - 411033.





Shree Chanakya Education Society's
Indira College of Pharmacy, Pune
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Children Education Allowance, House Rent Allowance, Leave Travel Allowance		
Note: Above allowances are tax-exempt subject to fulfillment of Income Tax Rules		
Additional Benefits:		
Medical Insurance Premium (For Self, Spouse & Two Children)		Rs 6,486
Accident Insurance Premium		Rs 530

Please return a signed copy to us confirming your acceptance of this offer. Please be advised that you are signing the offer letter at your own will. This offer shall remain valid only until June 2, 2018.

At the time of reporting, you are required to bring along with you the following documents to be handed over to us. Your appointment will be subject to receipt of these documents by Sciformix:

- An unconditional relieving letter from your present employer, in case you are employed. Please obtain your PF/EPF number from your present employer.
- Two passport size photographs and photocopies of certificates in proof of your age (preferably passport copy), qualifications and experience.

Full effect to the terms and conditions shall be through an employment agreement containing terms and conditions of employment that will be given to you upon your joining. You will be required, as a condition of your employment with Sciformix, to agree to Confidential Information, Non-Competition, Non-Solicitation and Assignment of Inventions as defined in the mutually agreed upon Employment Agreement.

Sincerely,

Authorized Signatory
For Sciformix Technologies Private Limited

I hereby accept your offer of employment as Trainee Safety Data Analyst and will report for work on _____

Mech
PRINCIPAL
Indira College of Pharmacy
Tathawada, Pune - 411033.

Signature: _____
Mohan Chaudhary

Date: _____

