

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



INSTITUTE OF PHARMACY, BUNDELKHAND UNIVERSITY JHANSI, (UP)

AND



GPAT DISCUSSION CENTER PVT. LMT. BILASPUR (C.G)

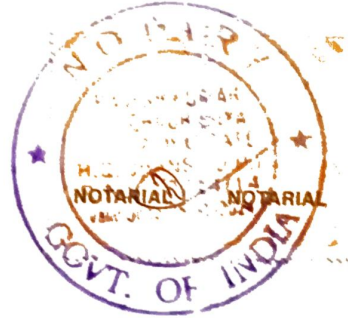
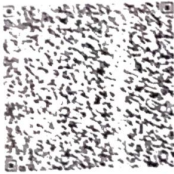
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Certificate Issued Date : 03-Aug-2022 03:42 PM
Account Reference : NEWIMPACC (SV) up14351204 JHANSI SAHARU UP-JHS
Unique Doc. Reference : SUBIN-UPUP1435120412106557264698U
Purchased by : INSTITUTE OF PHARMACY B U JHANSI
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : INSTITUTE OF PHARMACY B U JHANSI
Second Party : GPAT DISCUSSION CENTER PVT LTD BILASPUR
Stamp Duty Paid By : INSTITUTE OF PHARMACY B U JHANSI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



INSTITUTE OF PHARMACY, BUNDELKHAND UNIVERSITY JHANSI, (UP)

&



GPAT DISCUSSION CENTER PVT. LMT. BILASPUR (C.G)

Resharding
04.08.22

Pecard
04/08/2022



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the Fourth day of August, Two Thousand Twenty-Two (04/08/2022),

BETWEEN

INSTITUTE OF PHARMACY, BUNDELKHAND UNIVERSITY, **First Party**, and represented herein by its Head, Institute of Pharmacy, (hereinafter referred to as "**First Party**", an institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

GPAT DISCUSSION CENTER PVT LTD BILASPUR (CG), **Second Party**, and represented herein by its Director, **Director, GPAT discussion center**, (hereinafter referred to as "**Second Party**", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **INSTITUTE OF PHARMACY, BUNDELKHAND UNIVERSITY JHASHI, (UP)**
- B) First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within the area of Coaching of competitive examinations and Education.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.



Handwritten signature and date: 04/08/22

Handwritten signature and date: 4/8/2022



- E) **GPAT DISCUSSION CENTER PVT. LTD., Director**, the Second Party is engaged in imparting education in subjects involved in the syllabus of competitive examinations.
- F) Give related information, its branches, and dimensional information about the institute concerned with whom the MoU is sworn.

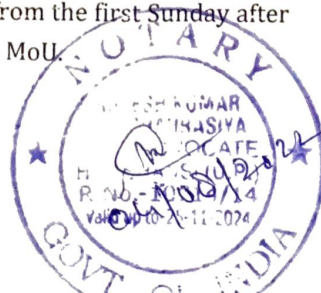
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in preparation for pharmaceutical competitive examination, keeping in mind the needs of, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

Responsibilities of party 1 and party2 under this MoU

- 2.1 This MoU is meant to develop the level of education of enrolled students of party 1 for one year from the date of signing of this MoU.
- 2.2 The second party will provide free test series from the first Sunday after the first Sunday from the date of signing of this MoU.



Prashant
04.08.20

Prashant



- 2.3 The second party will provide doubt session classes for the students from the date of signing of this MoU who have downloaded the app GDC classes on their mobile phones.
- 2.4 The second party will be free to take admissions of students of the first party who would be interested for take any paid courses of party 2.
- 2.5 The first party will authorize a responsible person to check the service quality provided by the party2.
- 2.6 Both the party will work with mutual understanding for the improvement of the results of the students in pharma competitive exams.
- 2.7 This MoU is not for the financial benefit of party 2 but still, there are too many courses in the app at merely Re1 which can be subscribed by the students of party 1 which is not mandatory.
- 2.8 Party 2 will conduct seminars/webinars frequently if considered by party1 which depends on the availability of time & infrastructure.
- 2.9 All the students will get Free Target GPAT Online Test series-worth Rs 500/- by Party2.
- 2.10 Party 2 will freely enroll all the students from 1st Semester to 8th semester in the B- Pharm semester MCQ course for 4 years.

CLAUSE 4 VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of GPAT DISCUSSION CENTER PVT LTD BILASPUR the **Second Party**, the Second Party after the termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU
- 3.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

Shashank
04.05.22



Peeter
4/8/22



CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations, or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

P. Bhardwaj
04.08.22
First Party **Dr. Peeyush Bhardwaj**
Associate Professor & Head
Institute Of Pharmacy
Bundelkhand University, Jhansi

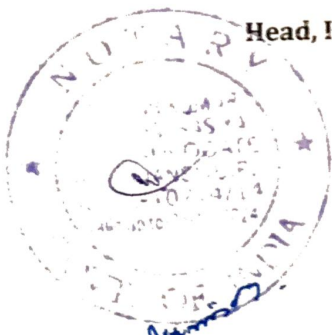
P. Bhardwaj
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party.

AGREED BETWEEN:

P. Bhardwaj
04.08.22
Dr. Peeyush Bhardwaj
Associate Professor & Head
Institute Of Pharmacy
Bundelkhand University, Jhansi
Head, Institute of Pharmacy, Bundelkhand University, Jhansi

&



Witness1:

Director, GPAT discussion center Pvt. Ltd.

Serial No. 2297 Date: 04.08.2022

This document presented before me this day at... by Shri...
In favour of Shri...
the contents of the document have been read over and explained to the executant who is identified by...
Hence, this document is witnessed.
Received the legal fee Rs.

Witness2:

04/08/2022

RAJESH KUMAR CHAURASIYA
ADVOCATE
NOTARY, GOVT. OF INDIA, JHANSI

Peeyush
4/8/2022