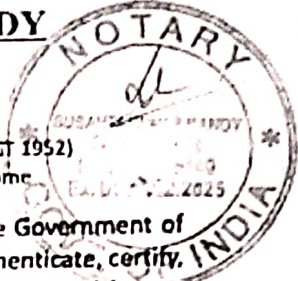


Book no. 7, Sl 1324 A dt 17/02/2023

**OFFICE OF THE NOTARY PUBLIC  
GOVERNMENT OF INDIA  
DURGAPUR COURT, PASCHIM BARDHAMAN  
NOTARY PUBLIC GOVT OF INDIA  
SUSANTA KUMAR NANDY**

**NOTARIAL CERTIFICATE**

((PURSUANT TO SECTION 8 OF THE NOTARIES ACT 1952)  
TO ALL TO WHOM THESE PRESENTS shall come



I SUSANTA KUMAR NANDY duly authorized by the Government of India to practice as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the Original Deed of Memorandum of Association Annexed to the executed by National Institute of Pharmaceutical Education and Research on identification by Id Advocate Hiranmay Roy

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the ..... day of ..... in the year of Christ 20

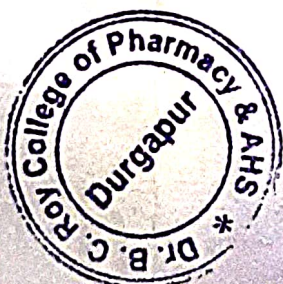
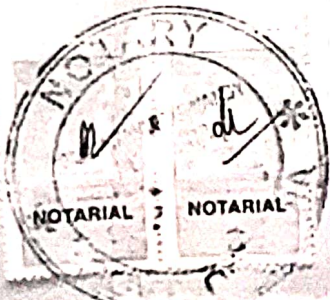
SUSANTA KUMAR NANDY  
M.COM. L.L.B

*Susanta Kumar Nandy*  
SUSANTA KUMAR NANDY, Notary  
Regn No 18749 Court of India  
Durgapur, Paschim Bardhaman

NOTARY  
GOVT OF INDIA  
Professional Address  
Durgapur Court, Durgapur - 713216  
Paschim Bardhaman  
Mobile : 9732259955  
E-mail : susantakumarnandy06@gmail.com

**SUSANTA KUMAR NANDY**  
NOTARY  
GOVERNMENT OF INDIA

17 FEB 2023



*Sarmit Kumar Samanta*  
Prof. (Dr.) Sarmit Kumar Samanta  
M. Pharm., Ph.D (J.U.)  
Principal  
Dr. B. C. Roy College of Pharmacy & AHS  
Durgapur, West Bengal-713206



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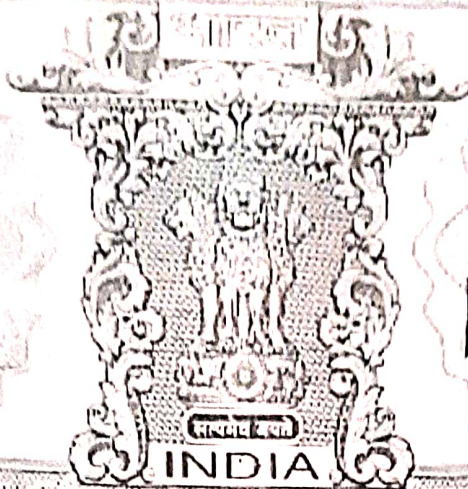
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पचास  
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Rs.50



INDIA NON JUDICIAL



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 303274

Before the Notary  
Govt. of India, Durgapur  
Paschim Bardhaman

ANNEXURE "A"

MEMORANDUM OF UNDERSTANDING

This MoU made on this 17<sup>th</sup> day of Feb, Two Thousand Twenty-three between National Institute of Pharmaceutical Education and Research, having an office at 168, Chunilal Bhawan, Manicktala Main Road, Kolkata-700054, India is an institute of national importance under Ministry of Chemicals and Fertilizers, Govt of India (hereinafter called NIPER which expression shall where the context so admits, include its successors and permitted assigns)

And

Dr. B.C. Roy College of Pharmacy & AHS, Dr. Meghnad Saha Sarani, Bidhan Nagar, Durgapur, 713206, India, approved by PCL and AICTE, New Delhi and affiliated to Maulana Abul Kalam Azad University of Technology, Kolkata (hereinafter called BCRCP which expression shall where the context so admits, include its successors and permitted assigns) of the other part.

Each NIPER, Kolkata and BCRCP hereunder are also referred to separately as the ("Party"), or together as the ("Parties")

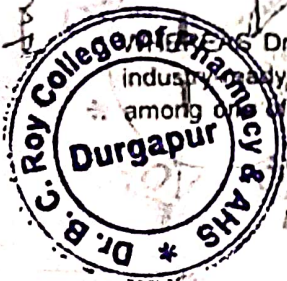
1. Preamble:

NIPER- National Institute of Pharmaceutical Education and Research, Kolkata

Whereas National Institute of Pharmaceutical Education and Research, Kolkata (NIPER-K) was created in 2007 under the aegis of the Ministry of Chemicals & Fertilizer as a center of excellence for higher education, research, and development in Pharmaceutical Sciences.

Dr. B.C. Roy College of Pharmacy & AHS, Durgapur

Dr. B.C. Roy College of Pharmacy & AHS is a primary provider of qualified, trained industry ready, Pharmaceutical Technologists. BCRCP, under the affiliation of MAKAUT, stands among one of the best pharmacy colleges in West Bengal, so to India, with being ranked in Top



USHANTA KUMAR NARAY, Notary  
Regn. No. 18779 Govt. of India  
Durgapur Paschim Bardhaman

7 FEB 2023

Prof. (Dr.) Sanjit Kumar Samanta  
M. Pharm., Ph.D (J.U.)  
Principal  
Dr. B.C. Roy College of Pharmacy & AHS  
Durgapur, West Bengal-713206



5250

16 FEB 2023

Pay to Dr. B. C. Roy College of Pharmacy

E' A.H.S.

Address.....

State of State.....

56/- Durgapur-12

Date of purchase of this

Stamp Paper by Treasurer.....

Name of the Treasury where

Stamp Paper Purchase-Durgapur

09 FEB 2023

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KHUSHAM MONDAL

Dist. Magistrate

Durgapur Court

1/1, Durgapur, West Bengal



Prof. (Dr.) Sanjit Kumar Samanta

M. Pharm., Ph.D (J.U.)

Principal

Dr. B. C. Roy College of Pharmacy & AHS

Durgapur, West Bengal-713206

100 pharmacy colleges in India in NIRF 2020 & 2021 and within 100-125 rank band in 2022. It has secured NBA Accreditation for the B. Pharm program and very recently has got B++ Grade by NAAC as accreditation

Now, therefore, the Parties have agreed to come together and have decided to work jointly on the following terms and conditions in identified areas of mutual interest, in accordance with the prevailing, regulations and norms of either or both the Parties & Government of India, as may be applicable

## 2. Scope of the MoU

This MoU which is for five (5) years is established to provide collaborative cooperation through:

### i) Collaborative Research Programs in specific fields of interest

NIPER, Kolkata and BCRC will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both parties

### ii) Student Training Programs

Training programs for students will be explored and organized by both the parties as per institute guidelines

### iii) Faculty Exchange Programs

Exchange programs for faculty will be explored and conducted accordingly which will be beneficial mutually for both the parties

### iv) Sharing of Instrumentation Facility

The facilities shall be used as per the prevailing guidelines of the institutes.

### v) Submission of Joint projects-

Research Project proposals/ conferences/ workshop may be jointly submitted to DBT, DST, ICMR or any other funding agencies for extramural funding for carrying out further studies of selected project/molecules. The subsequent sharing of funds and outputs will be decided mutually

### vi) Joint Supervision and exchange of faculty and students-

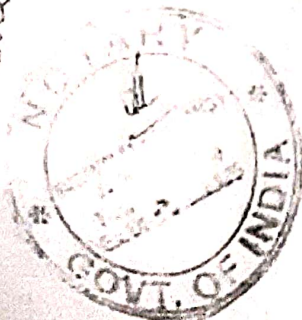
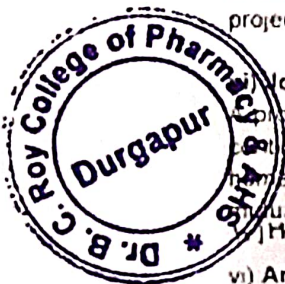
Provision of joint supervision for students in different areas of interest whereby the student will continue to be treated as full-time student at his/her home institution with Supervisor from his/her home institution and Co-supervisor from the collaborating institution. The faculty mobility in mutual areas of interest can take place for a specified duration based on mutual agreement with approval of CA on project basis.

### vii) Any other areas of mutual interests.

## 3.0 General Provisions

The Parties agree to cooperate and support each other for implementing this MoU effectively through the following:

- i. The MoU shall remain valid for a period of five (5) years from the date of signing of the MoU.
- ii. The collaborators shall initiate the work after obtaining necessary approval of the research project from Institutional Animal and Human Ethics Committee of NIPER, Kolkata and Institutional Animal Ethics Committee of BCRCP respectively along with



SUSANTA KUMAR SAMANTA, Notary  
Kolkata, West Bengal, India

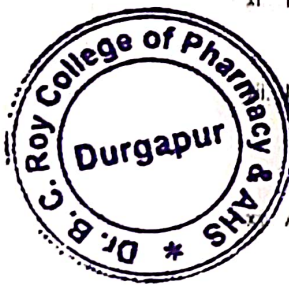
7 FEB 2023

Prof. (Dr.) Samir Kumar Samanta  
M. Pharm., Ph.D (J.U.)  
Principal  
Dr. B. C. Roy College of Pharmacy & AHS  
Durgapur, West Bengal-713206

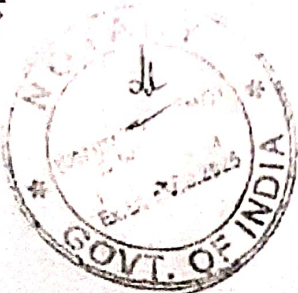


National Biodiversity Authority (NBA) and/or State Biodiversity Boards (SSB) as applicable, if in case of any material transfer w.r.t. any endangered plant or animal species.

- iii. The progress of implementation of the program shall be reviewed <sup>every six months</sup> by NIPER, Kolkata and BCRCPas mutually decided and the benefits of the collaboration shall be shared mutually.
- iv. Both parties shall take necessary financial approvals from the competent authority for fulfilling the scope of the program under clause 2 on case to case basis
- v. Both parties and their student can visit the collaborating institutes as per requirements of the project, and shall have adequate insurance coverage without any financial liability on each other
- vi. The parties shall consult each other for any publication in respect of research work. These publications (papers, reports etc.) shall be in the names of actual research workers wherein it will be duly acknowledged that the work has been carried out under the collaborative research program of NIPER, Kolkata and BCRCP. As a part of collaboration, the outcomes of the research under this MoU shall develop joint publication
- vii. Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo are not misused
- viii. Applications for joint Patents will be filed in the name of institutions namely NIPER, Kolkata and BCRCP.
- ix. Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations
- x. In case research is carried out solely and separately by a Party or the research results are obtained through the sole and separate effort of a Party, the Party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.
- xi. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties on mutually agreed terms and conditions.
- xii. In case of research results obtained through joint activities under this MoU both parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology jointly on mutually acceptable terms and conditions.
- xiii. Any expenditure towards filing, maintaining and securing of IPR, development of the product and revenue towards license fee and royalty shall be shared on case-to-case basis in mutual consultation between Director, NIPER, Kolkata and Director, BCRCP under a separate agreement or letter
- xiv. Any product generated under the program shall be licensed to any industry by NIPER, Kolkata and BCRCP jointly under a separate agreement after mutual consultation between NIPER, Kolkata and BCRCP towards the fulfillment of point (xiii) stated above.
- xv. Once the product generated under the PROJECT is licensed to any industry(ies), NIPER, Kolkata & BCRCP shall ensure that the licensed company shall affix in a conspicuous manner upon every Finished Product and/or mode of packaging containing the Finished Product a label or plate bearing the inscription "A joint product by NIPER, Kolkata & BCRCP" in letters



Signature



SUSANTA KUMAR MANDY, Notary  
Regn. No. 10719 Govt. of India  
Durgapur

Signature  
Member Secy  
Dr. B. C. Roy  
Pharm. & AHS  
Durgapur  
713206

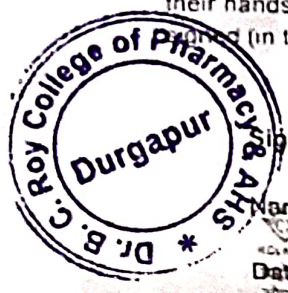
7 FEB 2023

Prof. (Dr.) Samir Kumar Samanta  
M. Pharm., Ph.D (J.U.)  
Principal  
Dr. B. C. Roy College of Pharmacy & AHS  
Durgapur, West Bengal-713206



- of size not less than half the nominal size of the largest size of letters giving either the name of the company or its brand name or trademark for the Finished Product along with the logo of NIPER, Kolkata & BCRC. The licensed company(ies) shall not sell Finished Product and/or any box or package containing the Finished Product without such label or plate being affixed thereon and shall also abide by the guidelines of other countries for the appropriate visibility of NIPER Kolkata & BCRC. Similarly, every advertisement, hoarding, technical literature, publicity and like material in respect of or relative to the Finished Product issued by the company shall include the same inscription as aforesaid in a prominent manner.
- xvi. The annual maintenance of the facility including all the instruments shall be the responsibility of each Party without any financial liability on each other
- xvii. Nothing contained herein shall constitute this a partnership or joint venture agreement or constitute either party as the partner, principal or agent of the other, this being a MoU between independent contracting entities
- xviii. No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications shall be effective from the date on which they are made, unless otherwise agreed to
- xix. Both parties shall do their utmost to ensure the smooth and efficient implementation of the program.
- xx. The parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MoU shall be jointly settled between Director, NIPER, Kolkata and Director, BCRC.
- xxi. After termination of the MoU, neither of the Parties will be responsible for any losses, financials or otherwise which the other Party may suffer. Upon termination or expiry of the MoU, Parties are obliged to keep the shared information confidential.
- xxii. Abide by the prevailing policies w.r.t. the classified information/data. During the tenure of this MoU and thereafter, Parties undertake on their behalf and on behalf of their students and subcontractors or employees, representatives or associates to maintain strict confidentiality and to prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of the MoU
- xxiii. Both Parties agree that except for court order requiring disclosure, neither shall disclose to any third Party(ies) without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated under the performance of the work, under this MoU, except information which at the date hereof was in the public domain or known to either prior to the date hereof as evidenced by written documents subsequently.

IN WITNESS THEREOF, the parties represented by their authorized representatives, set forth their hands on this day, month and year first stated above, agreed and accepted this MoU to be signed (in two original copies) in the presence of following witnesses

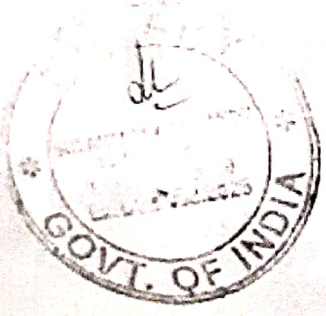


*[Signature]*  
Signed on behalf of NIPER, Kolkata

*[Signature]*  
Signed on behalf of BCRC, Durgapur  
M. Pharm., Ph.D

Name: DR. RAJCHANDRAN V.  
Designation: DIRECTOR  
Date: 17.02.2023  
Place: DURGAPUR

Name: PROF. (DR.) SUBRATA CHAKRABORTY  
Designation: Principal  
Date: 17.02.2023  
Place: DURGAPUR



*[Signature]*  
SUSANTA KUMAR NANDY, Notary  
Regn. No. 15 of 2019, Govt. of India  
Durgapur, Paschim Bardhaman

17 FEB 2023

*[Signature]*  
Prof. (Dr.) Samir Kumar Samanta  
M. Pharm., Ph.D (J.U.)  
Principal  
Dr. B. C. Roy College of Pharmacy & AHS  
Durgapur, West Bengal - 713206



Seal

Witnessed by

Signed [Signature]

Date 17/02/2023

Witnessed by:

Signed [Signature]

Date 17/02/2023

Prof. (Dr.) Subrata Chakraborty  
M. Pharm., Ph.D

Seal

Director  
Dr. B. C. Roy College of Pharmacy & AHS  
Behrangar, Durgapur-713206, Burdwan

Witnessed by

Signed [Signature]

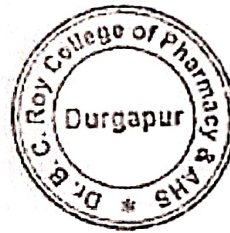
Date 17/02/2023  
Principal  
Dr. B. C. Roy College of Pharmacy & AHS  
Durgapur-713206

Witnessed by:

Signed [Signature]

Date 17/02/2023

REGISTRAR  
Dr. B. C. Roy College of Pharmacy & AHS  
Behrangar, Durgapur-713206



Identified by Mrs.  
[Signature]  
Principal  
Dr. B. C. Roy College of Pharmacy & AHS  
Behrangar, Durgapur-713206



Instrument is REFERRED  
TO THE NOTARY OFFICE  
[Signature]  
Notary  
Behrangar, Durgapur-713206

17 FEB 2023

[Signature]  
Prof. (Dr.) Samir Kumar Samanta  
M. Pharm., Ph.D (J.U.)  
Principal  
Dr. B. C. Roy College of Pharmacy & AHS  
Durgapur, West Bengal-713206