

MEMORANDUM OF UNDERSTANDING

*G. M. D. Arts, B.W. Commerce and Science College run by Maratha Vidya
Prasarak Samaj, Sinnar, Nashik*

and

Catapharma Chemicals Pvt. Ltd., Sinnar



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on **Monday, 24th February 2025**

Between

G. M. D. Arts, B.W. Commerce and Science College run by **Maratha Vidya Prasarak Samaj, Sinnar, Nashik** which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART and **Catapharma Chemicals Pvt. Ltd., Sinnar** a Company duly organized and existing under the laws of India having its registered office at **A115-119, A122, A124-126, STICE, Musalgoan, Sinnar – 422 112, Nashik, Maharashtra, India** (hereafter referred to as **Catapharma Chemicals Pvt. Ltd., Sinnar** which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, “**G. M. D. Arts, B.W. Commerce and Science College, Sinnar**” is among the noteworthy academic College of Sinnar offering UG and PG programs.

AND WHEREAS, **Catapharma Chemicals Pvt. Ltd., Sinnar**, is a registered Society, AND WHERE both “**G. M. D. Arts, B.W. Commerce and Science College, Sinnar**” and **Catapharma Chemicals Pvt. Ltd., Sinnar** are desirous of associating with each other to expertise students from **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** in conducting Course/Lectures/Seminars/Workshops/Internship/Industrial Visits/Consultancy as an addition to **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** curriculum in co-ordination.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** and **Catapharma Chemicals Pvt. Ltd., Sinnar** as under.

1.0 Definitions and Interpretation

1.1 “MOU” shall mean this Memorandum of Understanding executed by **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** and **Catapharma Chemicals Pvt. Ltd.** on **6th January 2025**.

1.2 “Party” or “Parties” shall mean **G. M. D. Arts, B.W. Commerce and Science**



College, Sinnar and Catapharma Chemicals Pvt. Ltd., Sinnar individually and collectively as the context may require;

- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 **Focus Area**

2.1. **Student Internship**

2.2. **Expert Lectures**

2.3. **Industrial Visits**

2.4. **Engineering Consultancy**

2.5. Cost to all such Activities, Trainings, and Industrial Lectures & Site visits to be borne by students of **G. M. D Arts, B.W. Commerce and Science College.**

3.0 **Responsibility Structure**

3.1 **G. M. D Arts, B.W. Commerce and Science College** shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures. Also the labs and other research equipment available in the lab.

3.2 **G. M. D Arts, B.W. Commerce and Science College, Sinnar** shall be responsible for arrangements & co-ordination for supply of Industry Expertise, Design training program, Process of necessary Appointments with Industries for Industry Internship Program, Expert Lectures as well as Visits in co-ordination with staff of **G. M. D Arts, B.W. Commerce and Science College.**

3.3 **Catapharma Chemicals Pvt. Ltd., Sinnar** create awareness amongst its students for promotion of the activity especially Internship Program.



4.0 Certification

4.1. Upon completion of the Internship, Sinnar Taluka Industrial Corporation (STIC) & G. M. D Arts, B.W. Commerce and Science College will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified with completion certificate.

5.0 Relationship

This MOU relates solely to the intention of the parties, wherein **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** and **Catapharma Chemicals Pvt. Ltd., Sinnar** jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

7.0 Confidential and Proprietary Information

"Confidential Information" shall mean all information, including the material and licenses or other information if any so given to **G. M. D. Arts, B.W. Commerce and Science College, Sinnar**, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **Catapharma Chemicals Pvt. Ltd., Sinnar** and disclosed by to **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** or its faculty which is related to **Catapharma Chemicals Pvt. Ltd., Sinnar** information such as course material, training data, guidance notes, procedures, methodology, etc.

G. M. D. Arts, B.W. Commerce and Science College, Sinnar shall hold in trust and confidence for **Catapharma Chemicals Pvt. Ltd., Sinnar** all confidential information provided by **Catapharma Chemicals Pvt. Ltd., Sinnar** and **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** shall not disclose to any person or use such information for any purpose other than defined in this MOU. **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from **Catapharma Chemicals Pvt. Ltd., Sinnar** and shall return/destroy all such information at the termination of the contract. By disclosing this information to **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** and **Catapharma Chemicals Pvt. Ltd., Sinnar** does not grant any expressed, implied or other license or right to **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** to propagate the information. **Catapharma Chemicals Pvt. Ltd., Sinnar** hereby grants to **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** an academic, non-exclusive, non-transferable



right and license solely for the purpose of providing practical training to the **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** students.

- 7.1 **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** shall not disclose **Catapharma Chemicals Pvt. Ltd., Sinnar** confidential information without first obtaining written consent from **Catapharma Chemicals Pvt. Ltd., Sinnar**
- 7.2 **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** shall disclose **Catapharma Chemicals Pvt. Ltd., Sinnar** confidential information only to **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** obligations hereunder.
- 7.3 **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **Catapharma Chemicals Pvt. Ltd., Sinnar**. In the event of any loss, **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** shall notify **Catapharma Chemicals Pvt. Ltd., Sinnar** immediately.

8.0 Termination

The MoU tenure is for Life time from the date of signing of MoU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.



11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

12.0 Arbitration

12.1 All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

12.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **G. M. D. Arts, B.W. Commerce and Science College, Sinnar** and Partner, **Catapharma Chemicals Pvt. Ltd., Sinnar** or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

12.3 The place of arbitration shall be Pune. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Law of the Land.

14.0 Notices

14.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to **Catapharma Chemicals Pvt. Ltd., Sinnar**
Reg. Office Address: A115-119, A122, A124-126, STICE, Musalgoan, Sinnar
422 112, Nashik, Maharashtra, India

Office Address: A121, SITCE, Musalgoan, Sinnar- 422 112, Nashik,
Maharashtra, India.

College Address

G. M. D. Arts, B.W. Commerce and Science College, Near Pune Nashik
Highway , Sinnar, Nashik , Maharashtra, India – 422301



14.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

15.0 Entire understanding

This MOU expresses the whole agreement reached between the parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 6th January 2025.

**G. M. D. Arts, B.W. Commerce and
Science College, Sinnar.**

Catapharma Chemicals Pvt. Ltd., Sinnar

Handwritten signature
Principal
G.M.D. Arts, B.W. Commerce and
Science College, Sinnar, Dist. Nashik
Name: **Dr. P. V. Rasal**
Designation: **Principal**



Name: Ms. Sonali Kuril
Designation: HR Officer

Witness: *Handwritten signature*

Name: Mr. Jagdish Manoj Ghotekar.

Witness: *Handwritten signature*

Name: Mr. Balasahel D. Maske