



## Government of Jharkhand

### Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 60756021af1d26615f38

Receipt Date : 15-Mar-2023 09:50:17 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : ARKA JAIN UNIVERSITY

Purpose of stamp duty paid : MEMORANDUM OF UNDERSTANDING

First Party Name : ARKA JAIN UNIVERSITY

Second Party Name : HOLY GRACE ACADEMY OF PHARMACY

GRN Number : 2316202534



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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

**MEMORANDUM OF UNDERSTANDING**

**Between**

**ARKA JAIN UNIVERSITY, JHARKHAND**

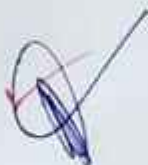
**And**

**HOLY GRACE ACADEMY OF PHARMACY**

**Mala, Thrissur,**

**Kerala- 680732**







Signed  Put L.T.I  
In my Presence  
Advocate  
Date: 

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the "Agreement") is entered into and executed at Kuruvilassery, P.O. Valiyaparambu, Mala, Thrissur, Kerala, PIN: 680732, on 21<sup>st</sup> March 2023 (hereinafter referred to as the "Effective Date") by and between: -

**"ARKA JAIN University, Jharkhand"** is a private university established by the Jharkhand State Legislature under "THE ARKA JAIN University Act, 2017". The University is government recognized university with the right to confer degree as per the section 2(f) and 22 (1) of the UGC Act, 1956 having its corporate office at D-28, Danish Arcade, Opp. Asian Inn Hotel Dhatkidih, Jamshedpur-831001 and campus at Mohanpur, Opp. Kerala Public School, Gamharia, Dist - SeraikelaKharsawan, Jharkhand -832108, represented by its Registrar, Mr. Amit Kumar Shrivastav, (herein after referred to as the **"ARKA JAIN University"** or the **"FIRST PARTY"** which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

AND

**"Holy Grace Academy of Pharmacy, Kuruvilassery, P.O. Valiyaparambu, Mala, Thrissur, Kerala, PIN: 680732"** represented by **Mr. Benny John Aynikkal, General Secretary, Holy Grace Group of Institutions** (herein after referred to as the **"Holy Grace Academy of Pharmacy"** or the **"SECOND PARTY"** which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

**ARKA JAIN University, Jharkhand** and **"Holy Grace Academy of Pharmacy, Kerala"** are hereinafter jointly referred to as the **"Parties"** and individually as the **"Party"**.



Signed / Put L.T. /  
In my Presence  
Advocate  
Date: 21/03/23

A.K. Shrivastav



**WHEREAS:**

I. **ARKA JAIN University** was established in February 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act". The University is a government-recognized university with the right to confer degrees as per the sections 2(f) and 22(1) of the UGC Act, 1956. The sprawling campus of the University is situated at Gamharia, Dist: Seraikela - Kharsawan, 13 km from steel city Jamshedpur. The University offers multi-disciplinary programs, all of which are designed to be industry-relevant. The University runs various courses in Pharmacy approved by Pharmacy Council of India (PCI) New Delhi under the School of Pharmacy.

II. **Holy Grace Academy of Pharmacy**, Kuruvilassery, P.O. Valiyaparambu, Mala, Thrissur, Kerala, PIN: 680732 was established and started on 2019 with the intension of molding competent pharmacy professionals for positive contribution in the growth and development of a healthy society. The Holy Grace Academy of Pharmacy is approved by Pharmacy Council of India (PCI) and All India Council for Technical Education (AICTE), and affiliated to Kerala University of Health Sciences (KUHS). It is unique in academic and co-curricular aspects and the institution has a visionary management, dedicated faculties and a promising generation of students.

III. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MoU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.

This MoU is subject to the approval of the respective Statutory Authorities of the parties here to and subject to changes as may be desired.

V. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU.

VI. The development and implementation of specific forms of cooperation based on this MoU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.



Signed / Put L.T.I  
In my Presence  
Advocate  
Date: \_\_\_\_\_

**NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

**VII.** Both the Parties have hereto be identified the following areas where they agree to mutually cooperate to the fullest extent:

- a. Workshop/ Seminar and Conference/Virtual exchange of Classes/Faculty Exchange Program Virtually: "ARKAJAIN University" or "Holy Grace Academy of Pharmacy" could participate as Faculty / Speaker Workshops, Seminars, Continuing Education and Training programs conducted by both parties for Faculty Members, Research Scholars and students.
- b. Both parties agree to undertake students and involve them for Joint Research Projects which are mutually beneficial. However selected M. Pharm/U.G. students will get opportunity to pursue their research projects at the virtual guidance of both the Parties.
- c. Extend help and Co-operation in developing Curriculum of Continuing Education Programmes, on such terms as may be mutually agreed by including Joint Meeting of Curriculum Development Committees / bodies.
- d. **Both parties** will take selected students of Pharmacy for Internship training every year with necessary facilities as agreed mutually by the parties.
- e. Absorption / Employment for the students those who have completed the course will be purely on the discrimination/ interview of both the parties and as per their requirement depending upon the level of course.
- f. For aforementioned points, there will not be any beneficial transaction in any parties "ARKAJAIN University" or "Holy Grace Academy of Pharmacy".
- g. Students of both parties if interested can enroll for higher studies run by both parties by full filing their admission norms.

**VIII. Faculty Development Programmes:**

Faculty Development Programmes are an essential component in standardizing the Class room teaching all over the country. These programmes help the teachers in updating them with the student's expectation, Institution's expectation and proper penetration in imparting relevant areas of specialization. The fellow members of the corporate could contribute in the faculty development program of both the institutions in the domain of Allied Health Science, Pharmacy.



Signed in my Presence  
Put L.T.I  
Advocate  
Date



#### IX. Non -Binding Nature of the MoU

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

#### X. Terms and Termination of the MoU

The MoU shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years. MoU may be extended further on the mutually agreed terms. "ARKAJAIN University" or "Holy Grace Academy of Pharmacy" shall not have any right to claim extension or renewal of contract.

- a. This MoU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.

This MoU can also be terminated by either of the parties by giving advance notice of three (1) month period without jeopardizing the ongoing collaborative undertakings.

The implementation and/or continuance of programmes or project established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.



#### XI. Amendments

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

#### XII. Severability

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.



Signed / Put L.T.  
In my Presence

Advocate

Date

### XIII. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

### XIV. Confidentiality

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MoU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

### XV. Governing Law

The MoU shall be interpreted in accordance with and governed by the applicable laws in India.



Signed / Put L.T.I  
In my Presence

Advocate

Date: .....



## XVI. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall be settled through mutual consultations and agreements.

## XVII. Points of Contacts

For managing the activities under this Understanding, the Contact Persons responsible at either party are as follows, including their contact and location details:

For Party II	For Party I
Name: Dr. Priyambada Kshiroda Nandini Sarangi	Name : Dr. Jyotirmaya Sahoo
Designation: Director, Holy Grace Academy of Pharmacy	Designation : Dean, School of Pharmacy
Address: Holy Grace Academy of Pharmacy, Kuvilassery, P.O. Valiyaparamba, Mala, Thrissur, Kerala, PIN: 680732	Address : ARKA JAIN University Campus , Opp. To Kerala Public School, Mohanpur, Gamharia Dist. Seraikela Kharsawan, Jharkhand - 832108
Email ID: directorhollygracepharmacy@gmail.com	Email ID: dr.jyotirmaya@arkajainuniversity.ac.in
Tel: 08086097900	Tel : +657 2220285
Mobile: 9437493396	Mobile: 9861433157, 8249108741

Attested the Signatures of the  
Executant/Executants who Signed/  
Put L.T.I. in my Presence of Sri. P. N. Singh  
Advocate  
District Court, Jamsheerpur and also  
identified by him.

16/3/23  
Pramod Kr. Bhagat  
NOTARY  
E. Singhbhum, JSP



Signed / Put L.T.I.  
In my Presence

Advocate

Date: 16/3/23



### XVIII. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Signed on Behalf of  
ARKA JAIN University, Jharkhand



Mr. Amit Kumar Shrivastav  
Registrar  
ARKA JAIN University, Jharkhand

Signed on Behalf of  
Holy Grace Academy of Pharmacy, Kerala

  
Mr. Benny John Aynikkal  
General Secretary,  
Kuruvilassery, P.O. Valiyaparambil Mala,  
Thrissur, Kerala, PIN: 680732

In the presence of witness as under:



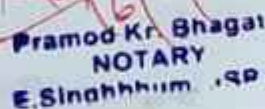
✓ 1. Dr. Jyotirmaya Sahoo (Professor & Dean)

In the presence of witness as under:



✓ 1. Dr. Priyambada Kshiroda Nandini  
Sarangi (Professor & Director)

Attested the Signatures of the  
Executing Parties who Signed/  
at L.T.J. in my Presence at Sri. B.N. Advocate  
District Court, Jamshedpur and also  
identified by him.

  
Pramod Kr. Bhagat  
NOTARY  
E. Singhbhum, Jharkhand



Signed / Put L.T.J.  
in my Presence  
Advocate

Date