

Memorandum Of Understanding

Between

Pollux Life Science Solutions LLP Mumbai

And

H. R .Patel Institute

of

Pharmaceutical Education & Research, Shirpur.

This **Memorandum of Understanding** is made at Shirpur on **Tuesday** day of 20th August in the year 2019 (commencement date).

BY AND BETWEEN

Pollux Life Science Solutions LLP a partnership firm incorporated under Limited Liability Partnership Act 2008, situated at A/610, Kailas Business Park, Hiranandani- Vikhroli Link Road, Vikhroli West Mumbai 400079 hereinafter referred to as "PRINCIPAL TRAINING PARTNER" through its designated partner Mr. Hemant Deshpande, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees.

AND

H.R.Patel Institute of Pharmaceutical Education & Research situated at Shirpur.Tal-Shirpur, Dist- Dhule (M.S.)-425 405 hereinafter referred to as "TRAINING ASSOCIATE" through its Principal Dr S.B Bari, which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees;

Unless it be repugnant to the context or the meaning thereof, POLLUX and TRAINING ASSOCIATE shall hereinafter be collectively referred to as "the Parties" and individually as "Party of the First Part" and "Party of the Second Part" respectively.

WHEREAS:

- a) The "Principal Training Partner" is the originator of a distinctive concept in Pharma education through designed courses, delivering highest quality of education, and every other activity relating to Education, under the name Pollux Life Science Solutions LLP.
- b) The "Principal Training Partner" is the owner of brand POLLUX and services offered and have the authority to license others to use the brand as part of the said arrangement.
- c) The "Principal Training Partner" has developed and adopted for its own use and the use of Training Associate, a system (the "System") for the development and operation of Pollux Life Science Solutions LLP - Institute for offering various Pharma industrial courses, consisting in part of distinctive specially designed courses, course materials, teaching techniques, certain business techniques, systems and procedures and Operations Manual.



The Principal Training Partner _____

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Training Associate _____

A handwritten signature in blue ink, appearing to be "Dr. S.B. Bari".



- d) The Principal Training Partner has established Institutes and utilizing the System and is offering to others a Training Associate” of the Principal Training Partner as per Training Associate Operated Training Centre Model (TAOTCM) .
- e) The Principal Training Partner is an affiliated Training partner of Life Science Sector Skills Development Council (LSSSDC) New Delhi, operating under National Skills Development Council (NSDC) and Ministry of Skills Development and Entrepreneurship New Delhi
- f) The Principal Training Partner is desirous of establishing a training center at **H.R.Patel Institute of Pharmaceutical Education & Research, Karwand Naka, Shirpur. Tal- Shirpur, Dist- Dhule (M.S.)-425 405** for the conduct of various training modules including training modules of Life Science Sector Skills Development Council(LSSSDC).
- g) Kaushlya Gurukul is an initiative formed and established by the Principal Training Partner to promote skills development and create employable human resource for the Pharmaceutical and Life Science industry
- h) Training Associate is desirous of participating in Kaushlya Gurukul and has agreed to act as Training center of Principal Training Partner by providing operational support for the training programs conducted by Principal Training Partner on terms and conditions contained herein.
- i) Enrolment means enrolment of student in any one of the batches for functional role skills development mentioned hereunder.
- j) Batch means enrolled students for a job role training under Kaushalya Gurukul training modules mentioned hereunder shall not exceed 45 enrolments.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the Parties hereto have agreed and do hereby agree under.

A. CONCEPT OF KAUSHALYA GURUKUL

The Principal Training Partner has initiated formation of the Gurukul with three prominent stake holders.

Entity	Key Role in Gurukul
Pollux Life Science Solutions	Principal Trainer of skills Development
Institution	A Training Associate
Pharma Corporate	End User of Trained Human Resource

- The Principal Training Partner would create a pool of trained and employable human resource for Pharma and Life Science industry through Kaushalya Gurukul.



The Principal Training Partner _____

Training Associate _____



2. The Training Associate would be participate in skills India mission thereby extending the benefit of improving skills of students.
3. Pharma industry as a stakeholder in the Gurukul would significantly gain through an industry ready, functional skilled human resource.
4. The mission of the Kaushalya Gurukul would be:
 - a) Ensure participants Master the Corporate Traits. .
 - b) Create skilled Human Resource for specific job function.
 - c) Ensure placement of the human resource into industry.

B. OPERATIONAL METHODOLOGY

The development of the skill sets will be broadly divided into two modules:

i. Module I: Mastering Corporate Traits

Module I would consist of 10 sessions of four hours each – total module – 45 hours.

Corporate Communication Skills	Interview and Resume writing
Corporate Manners and Etiquettes	Art of Networking
Building Presentation Skills	Cracking Aptitude Test
Public Speaking Skills	Time Management
Art of Effectiveness	Managing Self – Personality

ii. Module II: Development into skilled, trained workforce as

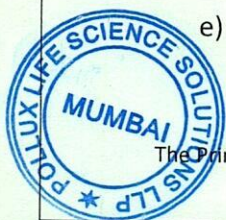
Functional Job Role	Functional Job Role
Quality Control Chemist	Quality Assurance Chemist
Manufacturing Chemist	Drugs Regulatory Affairs Executive
Pharmacovigilance Executive	Medical Sales Representative
Machine Operator	Lab Technician

Training of each functional role will consist of

- a. 160/200 hours of classroom training
- b. 200 Hours of On Job Training through apprenticeship arrangement.
- c. Assessment and certification by LSSSDC
- d. Placement assistance within 90 days of certification.

A. Role and Responsibilities of the Principal Training Partner.

- a) Provide career guidance to students pursuing graduation/ post-graduation in Science/Pharmacy.
- b) Improve readiness for corporate world through Mastering Corporate Traits.
- c) Independently conduct of classroom training sessions for job roles. .
- d) Execute course contents as prescribed by LSSSDC
- e) Organise a team of faculty for effective delivery.



The Principal Training Partner

Training Associate



- f) Arrange internship/Apprenticeship for on job training
- g) Provide a list of equipment needed for demonstration and practical training.
- h) Fixation of fees for all training programmes.
- i) Conduct classroom training sessions on days mutually agreed.
- j) Incur all expenses relating to training programmes including faculty fees, books, handouts, assessment fees etc.
- k) Assess preparedness of each candidate prior to assessment and Independently coordinate assessment and certification of each participant. after successful completion of the programme
- l) Intimate utilization of infrastructure at least 7 days in advance
- m) Maintain attendance record of the candidates and faculty team
- n) Ensure facilitating placements to all candidates upon successful completion of LSSSDC training programme.
- o) Provide copy of certification of each enrolled student from the Training Associate.
- p) Act towards training Associate in good faith and not allow its own interest and association with other institution/s to conflict with interest of training Associate.

C. THE TRAINING ASSOCIATE

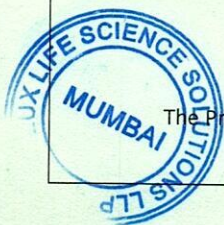
Training Associate would act as an extended operational part of The Principal Training Partner, a training centre for programme/s conducted under Brand Pollux.

1. Role of Training Associate in case of module I – Mastering Corporate Traits.

- a. Ensure enrolment of students as per desired target as per Annexure A .
- b. Provide classroom/auditorium with audio visual facility with high speed internet for module I programme Mastering Corporate Traits.
- c. Provide enrolment data to Pollux and maintain attendance of participants.
- d. Provide administrative support as and agreed between Training Associate and the Principal Training Partner.

2. Role of Training Associate for Module II- All Functional role Training.

- a) Ensure enrolment of students as per desired target as per Annexure A.
- b) Provide classroom/auditorium with audio visual facility with high speed internet for module I programme Mastering Corporate Traits.
- c) Provide enrolment data to Pollux and maintain attendance of participants.



The Principal Training Partner _____



Training Associate _____

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- d) Provide administrative support as and agreed between Training Associate and the Principal Training Partner.
- e) Provide drinking water facility
- f) Ensure adequate safety and security measures specially on non-working days
- g) Provide an attendant on non-working days
- h) Permit enrolled students from other institutions to attend training sessions
- i) Collect fees from enrolled candidates and deposit in Pollux account.
- j) Provide virtual Pollux office

D. AUTHORISATION

- a) During the continuation of this MOU Training Associate shall not approach LSSSDC for affiliation directly or indirectly, through associates, affiliates and/or engage any party directly or indirectly, for conduct programmes covered under this MOU.
- b) The Principal Training Partner shall be entitled to enter into similar arrangement with other institutions in Jalgaon, Dhule and Nandurbar district.
- c) The Principal Training Partner shall be entitled to enrol students from other institutions for module II functional role training programmes,
- d) Both parties agree to act towards each other in good faith and not to allow its own interest and association with other institution/s to conflict with the interest of either party.

E. COMPENSATION TO TRAINING ASSOCIATE

The compensation to Training Associate shall be governed by a separate commercial MOU executed between the Principal Training Partner and the Training Associate.

F. TERM AND TERMINATION

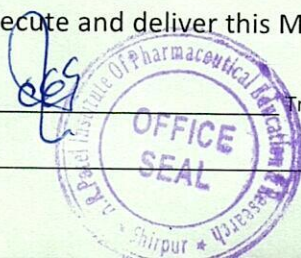
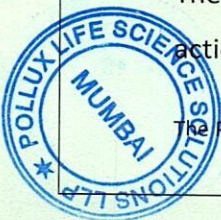
- a) This Memorandum of Understanding shall be effective from the date of signing and shall remain in force for **Three years**, ("Full Term").
- b) This MOU may be further extended by mutual consent in writing.
- c) Both parties shall have the right to terminate this MOU by giving 60 (Sixty) days written notice with or without assigning any reason.

G. CAPACITY TO CONTRACT

The Parties declare that they have the right, power and authority and have taken all actions necessary to execute and deliver this MOU.

The Principal Training Partner

Training Associate

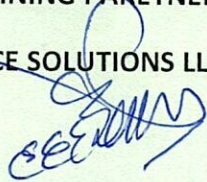


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IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the 20th _ day of August 2019.

For

THE PRINCIPAL TRAINING PARTNER
POLLUX LIFE SCIENCE SOLUTIONS LLP



Designation: CEO/ MANAGING PARTNER

Name: HEMANT DESHPANDE

Date: 20.08.19

Witness Name Rahul Mohanty

Signature Rahul

For THE TRAINING ASSOCIATE

H.R.Patel Institute of Pharmaceutical Education & Research, Shirpur.

Designation: Principal

Name: Dr. S. B. Bari

Signature S. B. Bari

PRINCIPAL
H. R. Patel Institute of Pharmaceutical
Education & Research,
Shirpur Dist. Dhule (M.S.) 425 405

Designation: Training and Placement Officer

Name Dr. V. K. Chatap

Signature V. K. Chatap




The Principal Training Partner _____ Training Associate S. B. Bari

ANNEXURE A

Programme Details	Mastering Corporate Traits	Medical Sales Representative	QC/QA Chemist
Target Enrolment per AY	100	30	50
Programme Duration	10 modules of 4 hours each. Total 45 Hours	160 Hours	160 Hours
Practical Training	NA	Through Apprenticeship	Hand on Instruments training
Method of Training	Through Webcast	100 Hours webcast + 60 Hours classroom	100 hours of classroom training plus 60 hours of instruments handling for QC Chemist
Eligible Candidate	Those in last year of graduation., Any stream	Pass out/Those in last year of graduation of Science/Pharmacy	M Sc /B Sc (Chemistry / Bioanalytical) for Q C Chemist



The Principal Training Partner _____ Training Associate 



Memorandum of Commercial Understanding

Between

**H.R.Patel Institute of Pharmaceutical Education &
Research, Shirpur.**

And

Pollux Life Science Solutions LLP Mumbai

This **Memorandum of Understanding** is made at Shirpur on **Tuesday** day of 20th August in the year 2019 (commencement date).

BY AND BETWEEN

Pollux Life Science Solutions LLP a partnership firm incorporated under Limited Liability Partnership Act 2008, situated at A/610, Kailas Business Park, Hiranandani- Vikhroli Link Road, Vikhroli West Mumbai 400079 hereinafter referred to as "PRINCIPAL TRAINING PARTNER" through its designated partner Mr. Hemant Deshpande, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees.

AND

H.R.Patel Institute of Pharmaceutical Education & Research situated at Shirpur.Tal-Shirpur, Dist- Dhule (M.S.)-425 405 hereinafter referred to as "TRAINING ASSOCIATE" through its Principal Dr S,B Bari which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees;

WHEREAS

- A. Both parties have executed a memorandum of Understanding dated 20th August 2019
- B. By virtue of the said MOU, both parties have agreed to perform respective roles and responsibilities listed in the said MOU.
- C. **Net Fees** means the course price of any training or any course exclusive of taxes as applicable by the law from time to time and will not include late payment fees or any other fees in any other name taken from the student of the institute.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the Parties hereto have agreed and do hereby agree under.



Principal Training Partner

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Training Associate

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- a) Earning Claims - The "Principal Training Partner" offers no earning claims and it is the responsibility of the Training Associate to determine the sales potential and profitability of the venue.
- b) The Principal Training Partner agrees to compensate the Training Associate 20% (Twenty Percent) of the gross fees for the roles and responsibilities performed by the Training Associate covered under the memorandum of understanding dated 20th August 2019
- c) The compensation would be worked out on total enrolment per job role training and total net fees charged.
- d) In the event of fees refund, the compensation would be reduced to the extent of refund of fees.
- e) All Payments are subject to TDS and GST as applicable.
- f) The Training associate would be entitled to deduct compensation from fees collected except the compensation applicable on achievement of annual target
- g) Payment of compensation on achievement of annual target would be made at the beginning of the subsequent financial year.

Both Parties declare that they have the right, power and authority and have taken all actions necessary to execute and deliver this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of

the 20TH day of August, 2019.

Pollux Life Science Solutions LLP

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Name: **Hemant Deshpande**

Title: CEO/Managing Partner

Witness Name: **Rahul Mohanty**

Signature

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H. R. Patel Institute of Pharmaceutical Education & Research Shirpur.

Name: **Dr. S. B. Bari**

PRINCIPAL

H. R. Patel Institute of Pharmaceutical Education & Research, Shirpur Dist. Dhule (M.S.) 425 405

Witness Name: **Dr. V. K. Chatap**

Signature

[Handwritten Signature]



Principal Training Partner _____

Training Associate _____

[Handwritten Signature]