





OFFICE OF THE DIRECTOR/PRINCIPAL GOVT. COLLEGE OF PHARMACY, ROHRU Tehsil Rohru, District Shimla, Himachal Pradesh- 171 207 (NAAC B⁺⁺ Accredited and ISO 9001:2015 Certified Institute)

Recognized by PCI; Approved by AICTE, New Delhi; Affiliated to HPTU, Hamirpur Ph. No. 01781 - 241306; E-mail: gcprohru@gmail.com; web: www.gcprohru.ac.in

3.4 - Collaboration

- 3.4.2 Number of functional MoUs with national and international institutions, universities, industries, corporate houses etc. during the year.
- 3.4.2.1 Number of functional MoUs with Institutions of national, international importance, other universities, industries, corporate houses etc. during the year.

Supporting Documents

Kindly find below the attached documents for the required information for the assessment period authenticated by the Director/ Principal on the letterhead of HEI.







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3.4.2.1 - Number of functional MoUs with Institutions of national, international importance, other universities, industries, corporate houses etc. during the year

During the academic year 2023-24, Govt. College of Pharmacy, Rohru, established functional MoUs with two organizations. The **first MoU** was signed with **Jaypee University of Information Technology, Waknaghat, Solan, (H.P.)**, for duration of five years. Activities under this MoU included conference participation, submission of collaborative research projects, and a placement drive, benefiting 22 students and teachers. The **second MoU** was with **ECSO Global Private Limited (ABSOLUTE)** for three years. Under this collaboration, research grants of Rs. 5,00,000/- was awarded to Dr. Vineet Mehta for the Himalayan Genome Project-2040. Additionally, a joint research project was submitted to the Biotechnology Industry Research Assistance Council (BIRAC) for funding. Dr. Vineet Mehta was also appointed as the Nodal Officer for Himachal Pradesh to coordinate the Himalayan Genome Project-2040 across various state institutions. This partnership engaged five participants, focusing on advancing research and development initiatives.

The E-copies of the functional MoUs are given below.











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Ph. No. 01781 - 241306; E-mail: gcprohru@gmail.com; web: www.gcprohru.ac.in

E-copy of MoU with Jaypee University of Information Technology, Waknaghat, Solan, **Himachal Pradesh**





MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MoU) has been signed

Govt. College of Pharmacy, Rohru, Shimla, Himachal Pradesh

and

Jaypee University of Information Technology, Waknaghat, Solan, Himachal Pradesh

Dated: 10-8-23 at Waknaghat, Solan, Himachal Pradesh

To promote mutual corporation as per mandate between both the institutes.

OF INFOR

Signed By

Prof. Rajendra Kumar Sharma

Prof. (Dr.) Vivek Kumar Sharma

Jaypee University of Information

Waknaghat, Solan, Himachal Pradesh

Principal Principal Principal Govt. College of Pharmacy Rohru

Govt. College of Distriction Robbin

Himachal Pradesh

Govt. College of Pharmacy Rohru Disstt. Shimla HP-171207







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MEMORANDUM OF UNDERSTANDING

Between

Govt. College of Pharmacy, Rohru, Shimla, Himachal Pradesh And

Jaypee University of Information Technology, Waknaghat, Solan, Himachal Pradesh

The Jaypee University of Information Technology (JUIT), Waknaghat was set up by Act No. 14 of 2002 vide Extraordinary Gazette notification of Government of Himachal Pradesh dated May 23, 2002 and approved by the University Grants Commission under section 2(f) of the UGC Act. The University commenced academic activities from July 2002.

The Government College of Pharmacy (GCP), Rohru was established in the year 2005 at Rohru, District Shimla, Himachal Pradesh. This college offers a four-year B. Pharmacy program, which is affiliated to Himachal Pradesh Technical University, Hamirpur, Himachal Pradesh, and is approved by the All India Council for Technical Education (AICTE), New Delhi, and Pharmacy Council of India (PCI), New Delhi with a sanctioned intake of 60 students. GCP, Rohru has been accredited by NAAC in the year 2023 with B⁺⁺ Accredation.

This MOU is set forth for collaboration between JUIT, Waknaghat and GCP, Rohru for sharing scientific knowledge and expertise in the area of mutual interests. This partnership also aims at enhancing technological, social and cultural relations between both organizations. This document presents a general framework for such a partnership which can be updated from time to time. This MOU may be modified by mutual consent of the authorized officials of the organizations. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated.

Areas of Collaboration:

 Co-operation on academic programs; the development of joint research activities and both organizations will approach funding agencies to submit joint project proposals in the area of Biotechnology, Bioinformatics, and Pharmacy or any other areas of mutual interest. Both organizations will accommodate students and faculty for visits to its







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premises including research facilities and laboratories as per respective institutional policy.

- 2. Faculty/students internships/staff exchanges or visiting programs will be conducted on mutually agreeable terms.
- 3. Organization of joint seminars, workshops and conferences.
- 4. Any other joint academic and research activities viewed to be mutually beneficial.

Mutual Obligations

The overall Memorandum does not entail any obligation for the two organizations to fund faculty/students/staff from the other organization, unless funds are available specifically for the purpose.

Termination of Memorandum

This MOU may be terminated with immediate effect by mutual agreement between the two organizations or by either organization giving the other two (02) months notice in writing.

Coordination

In this Partnership, Incumbent Vice Chancellor of JUIT, Waknaghat and

Director/Principal of GCP, Rohru shall be the Coordinator.

INFOR

Prof. Rajendra Kuma

Vice Chancellor

Technology Jaypee University of Inform

Waknaghat, Solan, Himachal Pradesh

Witness 1: Prof. Sudhir Kumar (HoD BT & BI)

oxy Associate Prof.)

Kumar Sharma Prof. (Dr.)

Director Director Principal Govt. College of Pharmacy Rohru

District Shimla, Himachal Pradesh

Witness 2: D

Govt. College of Pharmacy Rohru Disstt. Shimla HP-171207







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E-copy of MoU with ECSO Global Private Limited (ABSOLUTE)

MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

Govt. College of Pharmacy, Rohru

AND

ECSO Global Private Limited (ABSOLUTE)

UNDER ABSOLUTE PLANET 2040 INITIATIVES

This Memorandum of Understanding (MoU) is made and entered into on the 27th day of October, Two Thousand and Twenty-Three (2023),











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BY AND BETWEEN

Govt. College of Pharmacy, Rohru established under the Govt. Himachal Pradesh has its registered office at Rohru, District Shimla, Himachal Pradesh represented by its Authorized Signatory Prof. (Dr.) Vivek Sharma who has been authorized to sign and execute this MoU as First Party, (hereinafter referred to as "Institute"), which shall include its successors and assigns.

AND

ECSO Global Private Limited incorporated under the Companies Act 2013, having its registered office at the 4th Floor, Statesman House Barakhamba Road, Connaught Place, New Delhi-110001 (Brand name "ABSOLUTE") represented by its Authorized Signatory Dr. Shivam Sharma who has been authorized to sign and execute this MoU as Second Party (hereinafter referred to as "ABSOLUTE"), which expression shall mean and include its successors and permitted assigns.

(Institute and Absolute herein are referred to individually as a "Party" and collectively as the "Parties").

This Memorandum of Understanding (MoU) is entered into by and between the Parties to establish a collaborative partnership under the **Absolute Planet 2040 Initiative**, with the mutual goal of addressing climate change, biodiversity loss, and environmental degradation.

Under the Absolute Planet 2040 Initiative, Absolute has delineated the World Biodiversity Project and the Himalayan Genome Project. The first is a cutting-edge initiative geared towards enhancing Absolute's understanding of biodiversity by applying novel biotechnological tools and reinforcing Absolute's microbial library, and the second is a repository of novel microbial species present in nature. The Absolute Planet 2040 initiative also has a third Net Zero Emissions Carbon Sequestration Project, whereby natural, microbial, and biological solutions are explored for their potential to sequester and store atmospheric carbon dioxide.







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1. PURPOSE

The primary purpose of this MoU is to formalize the collaboration between Absolute and the Institute in undertaking projects, initiatives, and activities related to environmental conservation, sustainability, and climate change mitigation in alignment with the Absolute Planet 2040 Initiative.

2. SCOPE OF COLLABORATION

The collaboration between Absolute and the Institute shall encompass but not be limited to

- a. Collaborative research efforts, data collection, analysis of soil samples, further analysis, and the development of innovative solutions to environmental challenges.
- b. Sharing knowledge, resources, and expertise to enhance the capabilities of both parties in addressing climate-related issues.
- c. Procurement, sampling, testing, research, study, and analysis of natural elements including but not limited to soil, water, vegetation, and herbs.
- d. Conducting joint awareness campaigns, workshops, seminars, and training programs to engage the community and promote environmental stewardship.
- e. Joint efforts to advocate for sustainable policies and practices at local, national, and international levels
- f. Coordinating and executing joint research projects aimed at reducing greenhouse gas emissions, conserving natural resources, and fostering sustainability.
- g. Both parties commit to sharing relevant resources, including personnel, data, equipment, and facilities, as necessary and appropriate for the successful execution of joint initiatives/research.
- h. Both shall undertake their respective responsibilities as outlined in any specific project or activity agreements developed under this MoU.
- i. The collaboration shall be guided by the principles of transparency, mutual respect, accountability, and a shared commitment to the objectives of the Absolute Planet 2040 Initiative.

3. Payment Terms

As consideration for participating in this collaboration, Absolute shall pay the Institute a fixed fee ("Fees") as laid out in Annexure-A to this MoU.

Govt College of Pharmacy Rohru Disstt. Shimla HP-171207







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4. MODE AND TERMS OF INTERACTIONS

Both the Parties agreed to engage in the following modes for joint research, innovation, and technology commercialization:

- a. Both Parties shall encourage interactions between the faculty, innovators, and representatives to achieve the scope of the MoU.
- b. For each dedicated project undertaken between the Parties, the Parties will enter into a definitive agreement covering specific objectives, activities, timelines, milestones, deliverables, commercial terms and conditions, and intended projects.
- c. If the outcome of a project related to product development, process technology, design, etc. involves the matter of secrecy and concern with the security of the State and the Country, the same shall be kept strictly confidential by the Parties and will not be published or printed in any form or manner such as electronically, in writing, through verbal recordings, etc.
- d. Any publication arising out of the project work undertaken jointly by Parties shall require prior written approval of both Parties. Such approvals shall be mutually agreed upon by both the Parties post seeking protection of any overlapping Patentable Intellectual Property (PIP) on a priority basis, within 30 days. Post granting of such copyright PIP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be decided mutually and will be shared jointly and no third party shall have any right to publish unless agreed by the Parties in writing.
- e. The ownership of intellectual property rights arising out of any research activity undertaken under this MoU shall belong solely to Absolute.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that-

- a. It validly exists under the laws of India.
- It has the power and authority to enter into this MoU
- c. Its execution and performance of this MoU will not contravene any law, order, judgment, or its obligations under any other agreement.

The Institute further represents and warrants to Absolute that-

- a. It has the necessary skills and knowledge to perform its obligations under this MoU.
- b. It shall cause all its employees and personnel performing research under this MoU to







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perform it in a professional, timely, and diligent manner.

- c. It shall not breach any terms of this MoU.
- d. It shall not infringe on any intellectual property rights of Absolute.

6. EFFECTIVE DATE AND DURATION OF MoU

- a. This MOU shall be effective from the date of its signing by the authorized signatories of the Parties ("Effective Date").
- b. The term of the MOU shall be for a period of three (3) years from the Effective Date ("Term").
- c. During the Term, the MOU may be extended or terminated by prior notice of not less than 30 days by either Party, at any time, for reasons including but not limited to nonperformance by either Party, changes in the business scenario, and material breach of their obligations under this MoU. Further, Absolute shall have the right to terminate the MoU without cause, by giving the Institute a notice of 30 days.
- d. The Parties further agree that if any of the Projects are in effect at the time of the expiration/termination of the MoU, then the Term of this MoU shall be extended and the MoU shall remain valid and enforceable for the extended term till the completion of the specific project ("Extended Term").
- e. The termination of this MoU shall be without prejudice to any Claim or right of action previously accrued by the Parties prior to such termination.

7. EXCLUSIVITY

The Parties agree that this MoU is entered into on a non-exclusive and the Parties are free to enter into a similar MoU during the term or after the termination hereof. Nothing in this MoU will create a partnership, association of persons, agency or joint venture between the Parties and neither Party may enter into any contract or obligation, which purports to bind the other Party.

8. CONFIDENTIALITY

- a. During the tenure of the MoU, both the Parties will maintain strict confidentiality and prevent disclosure of all the Confidential Information (as defined herein below) and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.
- b. Both the Parties shall bind their respective personnel who come into possession or are in







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knowledge of any Confidential Information in confidentiality agreements with terms as stringent as the confidentiality terms of this MoU, not to disclose the same to third parties without the prior written approval of the disclosing party or not use such Confidential Information for any use other than intended under this MoU or projects.

- c. Further, both Parties shall put in place adequate and reasonable measures to keep and store Confidential Information secure so as to prevent any unauthorized use, theft, damage, destruction, or reproduction.
- d. "Confidential Information" means all non-public, confidential, proprietary information, all information shared by either Party with the other Party under this MoU, the existence of this MoU, that each Party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential.
- e. During the Term of the MoU and three (3) years post expiration or early termination, the Parties undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information including use of, protection and return of the Confidential Information and data exchanged/ generated for the project. The receiving Party shall be solely liable for any breach of confidentiality obligations by any of its subcontractors/ employees/ representatives/ associates hereunder.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. Each Party ("Indemnifying Party") agrees and undertakes to indemnify and hold harmless the other Party, its affiliates, agents, assigns and each of their directors, officers, employees, associates, and representatives ("Indemnified Party") from and against any losses, liability, damages, claims, costs, penalties and expenses (including without limitation reasonable attorneys' fees) incurred by the Indemnified Party as a result of (i) any breach by the Indemnifying Party of its obligations and/or representations under this MoU; (ii) any violation of applicable laws; (iii) any unauthorized use of the intellectual property of the Indemnified Party.
- b. Neither Party shall be liable for any consequential, incidental, special, indirect, or exemplary losses/damages, whether foreseeable or not, and whether arising in contract, tort, or negligence, however, caused and under any theory of liability (including negligence), even if such Party has been advised of the possibility of such loss/damage.







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c. Notwithstanding anything contained in this MoU, the total aggregate liability of Absolute under this MoU shall not in any circumstances exceed paid to the Institute as Fees under this MoU irrespective of the nature of the claim which results in such liability and whether based on contract or tort or any other theory of law.

10. AMENDMENTS

Any amendment and/or addendum to this MoU shall be in writing and signed by the Parties hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addendum. If any provision of this MoU is invalid or unenforceable under any statute or rule of law, the provision shall to that extent be deemed omitted, and the remaining provisions shall not be affected in any way.

11. GOVERNING LAW

The collaboration shall be guided by the principles of transparency, mutual respect, accountability, and a shared commitment to the objectives of the Absolute Planet 2040 Initiative. This MoU shall be governed and construed by the laws of India.

12. RESOLUTION OF DISPUTES

This MOU is governed by and construed in accordance with the laws of India, and in the event of any dispute, controversy, or difference between the Parties arising out of or relating to this MoU, it shall be referred to arbitration by a sole arbitrator appointed mutually by the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time), which rules are deemed to be incorporated by reference in this clause. The arbitration proceedings shall be in the English language and shall be held in New Delhi. The arbitration award of the arbitrator shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The costs of arbitration and the manner of bearing such costs shall be determined by the arbitrator(s). Notwithstanding anything contained herein, each Party shall be entitled to all the rights and remedies available to it under law, equity, and tort. Each Party, at its sole discretion, shall have the right to initiate legal proceedings against the other Party towards the other Party's breach of obligations under this MoU and take such other actions as it may

a. The Courts in New Delhi shall have exclusive jurisdiction to hear matters arising out of or relating to this MoU.







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13. MISCELLANEOUS

- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.
- b. Both the parties shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of the other Party without the prior consent in writing of that other Party.
- c. No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.
- d. Notwithstanding any provision herein contained, though the Parties intend to give effect to this MoU, it is acknowledged that it does not create and must not be construed as creating an obligation on either Party to enter into a contract or otherwise creating legal obligations on the parties. Notwithstanding the foregoing, the terms of this MoU are legally binding on both Parties and enforceable against either Party.
- e. In the event, that the scope of the research project necessitates compliance with the national/ international export laws and regulations, the Parties agree and undertake to ensure compliance with the applicable export control laws and regulations.
- f. This MoU is the entire understanding between the Parties with respect to the subject matter. Upon execution of this MoU, all preceding understandings/negotiations and correspondence pertaining to the subject matter thereof, shall become null and void.

14. REPRESENTATIVES AND COMMUNICATION.

The collaborative program between the Parties shall be coordinated jointly by Principle Investigator (PI) identified from each Party, on a project basis, executed through a definite agreement. The identified respective PI of each Party shall be responsible for the routine communication other than legal and administrative communication. All communication and any notice given in connection with or under this MoU shall be given at the below address: If to Absolute-

4th Floor,

Statesman House,







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Barakhamba Road, Connaught Place, New Delhi-110001

If to the Institute-Govt. College of Pharmacy, Rohru District Shimla, Himachal Pradesh 171207

15. This MoU may be executed in counterparts. The exchange of a fully executed version of this MoU (in counterparts or otherwise) by electronic transmission in PDF form or any other format shall be sufficient to bind the Parties to the terms and conditions of this MoU.







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IN WITNESS WHEREOF, the respective Representative(s) of each Party for the execution and transmission and/or receipt of all legal and administrative information and communication under this MoU executed as of the effective date.

SIGNED BY

For and on behalf of ECSO Global Pvt Ltd

(Absolute)

Name: Dr. Shivam Sharma

Title: Director of Partnerships, CEO Office Address: 5th Floor, Plot no 68, Sector 44,

Shama

Gurugram, India - 122002

Phone: 9736154222

Email: shivam@absolute.ag

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SIGNED BY

For and on behalf of Govt. College of

Pharmacy, Rohru (Institute)

Name: Prof. (D. Vivek Sharma Director/ Prins()Pat ollege of Pharmacy Rohmu Address: Govt. Collegesof: Pharmacy207

Rohru, District Shimla, Himachal Pradesh

171207

Phone: 9816532662

Email: gcprohru@gmail.com

Witness 1 (Representative)

Signature: Name: Meenakshi Garg Position: Senior Manager

Date: 6th Nov 2023

Witness 2

(Representative)

Signature:

Name: Dr. Winder Months (M. Pharm., Ph. D.)
Position: Assistant Program (Pharmacology) Date: 27-10 Gog College of Pharmacy, Rohru, Shi







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Annexure-A

Fees

For the performance services under this MoU, Absolute shall pay the Institute a fixed Fee of INR 5,00,000/-

The Fee shall be paid to the Institute in the following manner-

With sanction letter 40% 2 After receiving 1500 samples 40% After submission of the final report 20%