



MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is executed on 9th day of February 2024 at Delhi.

BETWEEN

SGT (SHREE GURU GOBIND SINGH TRICENTENARY) University, Budhera, Gurugram Badli Road, Gurgaon (Delhi NCR Region), through its Registrar, duly authorized to enter and sign an MOU on behalf of SGT University (hereinafter referred to as 'SGT University') PARTY OF THE FIRST PART.

AND

M/s Pharmasynth Formulations Ltd., a company duly incorporated under Companies Act, 1956 and having its CIN No.: **U74899DL1993PLC056231** having its registered office A-10/15, Jhilmil Industrial Area, Delhi-110095, through its Authorized Representative, Dr Arvind Gupta duly authorized to enter and sign an MOU on behalf of Pharmasynth Formulations Ltd. (Hereinafter referred to as Pharmasynth, PARTY OF THE SECOND PART

Whereas SGT is a private university established in 2013 and is empowered to award degrees as specified by the University Grant Commission under section 22 of the University Grant Commission Act, 1956.

Whereas Pharmasynth Formulations Ltd. is a Research oriented company engaged mainly in the activity of research & development of pharmaceutical formulations and is leading contract manufacturing company in pharmaceutical industry in India and is having its Factories at 18-22, Sector-6B, SIDCUL IIE, Ranipur, Haridwar-249403 (UK), and manufactures Pharmaceutical Formulations in the form of Tablet, Capsules, Dry Syrups, Liquid Orals, Ointments, Cosmetics etc.

The expression of SGT University and Pharmasynth shall, however, mean and include the Institutions/Organizations, their successors, appointees, assignees, affiliates etc.

Whereas Recognizing the importance of research and development in the areas of "Formulation and Development of Pharmaceutical products" as well as recognizing the importance of imparting industrial training to students and supporting the intellectual bravery of the innovative minds and also to club their efforts by pooling their expertise and resources to form a nucleus for promoting collaborative research in the field of pharmaceuticals both parties desire to bridge a gap between academia and industry.

Now, therefore, both parties have agreed to enter of this MoU on the terms and conditions stated hereunder:

Registrar
SGT University
Budhera, Gurugram

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the MoU and agree to promote the following activities-

- a) There will be collaboration between the various faculties of SGT University and the scientists of Pharmasynth in the areas of joint and integrated research interests.
- b) This collaboration will extend the facilities of the two entities for complementing joint research projects and to train students /research scholars/teachers at SGT University by Scientists and research associates of Pharmasynth.
- c) The two parties will conduct joint programs including short term courses and training modules as per mutual interest.
- d) Wherever there is potential for research funding from national/international agencies, the applications for such funding in areas of mutual interest may be prepared jointly for application after obtaining permission of the Competent Authorities of the two parties.
- e) Research Scholars working with Pharmasynth shall be allowed to register for Ph.D. degree to be awarded by SGT University as per the University ordinance. The Co-Supervisor should be a regular Scientist, of Pharmasynth who will be at the level of Scientist 'E-1' of CSIR cadre or equivalent with a Ph.D. degree or having the requisite experience as per the ordinance of SGT University / University Grant Commission. A list of eligible Scientists, along with Curriculum Vitae and list of publications (if any) will be provided by Pharmasynth to obtain a formal approval from the competent authorities of SGT University at the time of processing of specific applications from Pharmasynth. An approved faculty member of SGT University will be a supervisor for these students. The Ordinance of SGT University governing the admission and award of Ph.D. degree will apply to such joint Ph.D. program. The co-supervisors from Pharmasynth will be required to get formal approval from the academic council of SGT University.
- f) Ph.D. students working at SGT University may be allowed to carry out part of their work at Pharmasynth
- g) Pharmasynth shall impart industrial training /internships to the top rankers for period to be mutually discussed for shop floor experience. Pharmasynth may provide short-term training to students and faculty members of the SGT University in their areas of specialization on the request from the University.
- h) Certificates may be given by Pharmasynth for completion of training and internship. Certificates / Merit awards may be given by Pharmasynth to Top Rankers / meritorious students.
- i) Pharmasynth may suggest areas required for updating in the curriculum or the syllabus required in the industry or any other matter.
- j) Pharmasynth shall provide career guidance on selecting the right field of interest through various interactive sessions and lectures.

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Registrar
SGT University
Budhera, Gurugram

- k) Scientists of Pharmasynth may be invited to deliver lectures in specific courses or seminars of SGT University.
- l) Mobility of Professors/Faculties of SGT University and Scientists of Pharmasynth will be encouraged between SGT University and Pharmasynth
- m) Pharmasynth shall support SGT in providing small quantities of Active Pharmaceutical Ingredients (API) and allied material available for conducting research by SGT students or for Laboratory of SGT.

2. COSTS & EXPENDITURE

- a) Both Parties will independently cover the cost of research consumables / Chemicals and other expenditure incurred in connection with the research collaboration.
- b) Both the parties shall meet the financial liabilities on their own and in the case of joint projects, financial liabilities shall be mutually decided on a case-to-case basis subject to the approval by competent authorities of both the parties.

3. PUBLICITY AND USE OF NAMES AND TRADEMARKS

- a) Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party.
- b) Nothing in this Article is intended to restrict either Party from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

4. INTELLECTUAL PROPERTY RIGHTS

- a) Each party shall continue to retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") made or acquired by a Party prior to the Date of signing of this MOU or outside the scope of this MOU and nothing shall be deemed to be assign or transfer license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia, or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail.
- b) If the outcome of the Projects results in Intellectual Property, for which rights can be secured, it will be decided on a case-to-case basis as to who shall own such Intellectual Property Rights. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc., by the parties under the law, will be decided on a case-to-case basis after mutual discussions.
- c) Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institutes decides not to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection.



- d) Any returns arising from commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually in writing by both the parties.

5. CONFIDENTIALITY

- a) a) During the tenancy of the MoU, both the parties will maintain strict confidentiality and prevent disclosure of all the confidential information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Each Party agrees to protect the Confidential Information disclosed to it with the same degree of care as it would use to protect its own confidential information of like nature, but not less than a reasonable degree of care, and agrees not to disclose to any third party the fact that the Confidential Information has been provided to or received from the other Party or that discussions are taking place between the Parties. Further, both the parties should put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- b) Confidential Information for the purpose of this clause shall mean and include all information of a confidential nature whether disclosed in writing or not including the following without limitation:
- (i) Technical and other information including, without limitation, current and future products, product development, business strategies and business forecasts and results, regulatory strategies, lifecycle management strategies, manufacturing, distribution, commercial practices, scientific data, processes, intellectual property, and intellectual property strategies.
 - (ii) Any information and/or materials relating, but not limited to, the business affairs, personnel, financial condition, operations, assets and/or liabilities or commercial interests of a Party and its Affiliates or of a third party to which the disclosing Party has lawful access that is disclosed pursuant to this Agreement.
 - (iii) all personally identifiable information, such as name, title, address, telephone number and e-mail address ("Personal Data"); and
 - (iv) information, data, and results pertaining to tests and analysis performed with samples, if any.
- c) Such an obligation shall not apply to information which.
- (i) is in or becomes part of the public domain through no fault of the receiving party.
 - (ii) was rightfully in receiving party's possession before receipt from the disclosing party,
 - (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality.
 - (iv) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party.
 - (v) is independently developed by the receiving party; or
 - (vi) must be disclosed under operation of law or regulation.




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Budhera, Gurugram

6. TERM AND TERMINATION

- a) The initial tenure of this MOU is for a period of three years from the date of signing of the MOU and for such extended period as may be required. This MOU may be extended by mutual consent in the writing of both the parties.
- b) This MOU may be terminated by either party at any time provided that the terminating party gives the other party written notice of intention to terminate at least six months prior to termination. However, all prior and ongoing commitments made by the parties shall be completed in such eventualities, as agreed.

7. REVIEW MECHANISM

- a) A joint committee may be constituted to periodically review the progress of this MoU.
- b) Both the parties shall nominate a single point of contact at Professor / Scientist level to communicate and evaluate the joint activities.

8. DISPUTE RESOLUTION

- a) Any dispute arising out of this Memorandum of Understanding or in its enforcement the concerned parties to this MoU will resolve the same amicably. However, in case if the dispute remains unresolved it shall be referred to an arbitrator to be appointed by mutual consent of both the parties as per the provisions of Arbitration and Conciliation Act, 1996, subject to Delhi jurisdiction.
- b) This MoU shall be subject governed by and construed in accordance with the substantive laws of the Republic of India and Courts at Delhi shall exclusively deal with any unresolved disputes between the parties.

9. AMENDMENT

Any modification, amendment, or waiver of any provision of this MOU shall be effective if, but only if, in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment or waiver is sought.

10. INDEMNIFICATION

Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non-Defaulting Party") indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs, and expenses arising as a consequence of or out of this MOU or arising from any breach of terms and conditions of this Agreement including any third-party claims for infringement of intellectual property rights.




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SGT University
Budhera, Gurugram

11. INDEPENDENT CONTRACTORS

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, agency, employment, or other similar relationship between the parties hereto.

12. PARTIAL INVALIDITY:

If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.

In witness whereof, the parties have hereinto signed this MOU on the day and year first written above.

Authorized Representatives:



Dr Arvind Gupta
M/s Pharmasynth Formulations Ltd.
A-10/15, Jhilmil Industrial Area,
Delhi-110095, INDIA

Registrar
SGT University,
Budhera, Gurgaon, (Delhi NCR Region)
Haryana -122505

WITNESSES

- 1.
ARJUN GUPTA
9999112999.
- 2.
MUKESH KUMAR
9818119312

- 1.
ANURAG KHAJURIA
SGT University
- 2.
Jasbir Singh
SGT University

R-1270
6/2/24



SGT COLLEGE OF PHARMACY

No.: SGTU/SGTCOP/ 2024/04

D/C/1177
08/01/24

February 6th, 2024

Purpose: Renewal of MoU with M/s Pharmasynth Formulations

SGT College of Pharmacy, SGT University entered to sign a Memorandum of Understanding (MoU) as integrated Institute-Industry Cooperation Policy (Memorandum of Cooperation (MoC) on December 5th, 2020, for a period of three years.

We have an active collaboration with Dr Arvind Gupta as Mentor for Industrial Visits, Industrial visits, Training, and Internship of our students at their Haridwar Factory.

SGT College of Pharmacy would like to renew the same for another three years. It has been discussed with Dr Arvind Gupta, CMD, Pharmasynth formulations. We shall use the draft MoU signed with AKUMS Drugs & Pharmaceuticals Limited this time, which has been approved by CMD, Pharmasynth.

This has been advised by the office of IQAC also to renew the MoU.

The office of the Registrar is requested to approve the proposal to renew the same.

Principal *[Signature]*
SGT College of Pharmacy
SGT University, Jwagan-125056

Registrar for kind approval

The draft of renewal of MoU with M/s Pharmasynth has been duly vetted by our legal officers after modifications suggested by her were duly incorporated by the Principal, SGT College of Pharm. Flag 'A' Renewal of MoU may be considered for approval.

[Signature]
08-02-24

Encl:

1. Draft MoU (New- same as of signed with Akums)
2. Old MoC signed by Registrar and CMD -Pharmasynth

Registrar

may be considered for approval please

[Signature]
Approved
Registrar

Registrar
SGT University
Budhera, Gurugram

[Signature]
Principal Pharmacy
[Signature]