



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into as of 14th October 2024 by and between:-

"AVENIDA INNOVATIONS", SPS Vamsi Nivas, Plot no 4, KPHB colony Phase V, Hyderabad, [Contact: Dr. Karthik Rakam (7569692853), Email: karthik@avidapro.com] henceforth referred to as the "Party A";

AND

Shree Guru Gobind Singh Tricentenary University with its campus at Budhera, Gurugram-Badli Road, Gurugram, Haryana through its authorized representative Registrar, SGTU, henceforth referred to as the "Institution" or "Party B".

The parties shall be individually referred to as a "Party" and collectively as "Parties".

WHEREAS, in consideration of the mutual understandings contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed between the Parties to this MOU, as follows:

BACKGROUND

Avenida Innovations, Party A, is a global organization focused on establishing benchmarks of excellence in training and handling innovative projects for the pharmacy, healthcare, and life sciences. With offices in the United States and India, Avenida offers excellent support to the individuals, institutions, and companies whom it serves. Avenida Innovations, through its two verticals, Avenida Academy and Avenida Practice, envisions creating a better world by changing the way education is offered, and healthcare is delivered. Some of its projects include initiating pharmaceutical care services in hospitals, clinical pharmacy services in remote ICUs, precision medicine, medical science liaison, knowledge management, Pharm.D managed clinics, clinical pharmacist consultation, etc, with its various industry partners.

Brief info about the college, Party B -

Shree Guru Gobind Singh Tricentenary University, Party B, is a private University in Gurugram, Haryana. The University came into existence through the Haryana Private Universities (Amendment) Act No. 8 of 2013, making educational opportunities available to all segments of society under the parasol of Dashmesh Educational Charitable Trust, founded in 1999. In fact, the seeds for magnificent growth were sown way back in 2002 with the establishment of SGT Dental College. The University provides education in various disciplines relevant to today's healthcare needs & highly competitive global market. The University offers a unique blend of theoretical & practical training & cutting-edge technology to students, making them technically well-rounded professionals. The University wishes to establish a learning environment that shall motivate the students to explore their levels of potential & its related scope in their respective fields. The Mission is to develop, with a great sense of esthetics, a



Registrar
SGT University
Budhera, Gurugram

learning-stimulating environment. The futuristic curriculum is specially designed to cater to the needs of the present era & also prepare the students on application fronts in working as a team with ethical, moral & professional liabilities. SGTU believes in the overall holistic development of our students as well as the faculty in every discipline so that they can perform their responsibilities in the community in the best manner.

Both parties hereby form themselves into this MOU for the benefit of each other and, ultimately, the wider population, as both have a synergy in their space of work and engagements.

ENGAGEMENT & SCOPE

This MOU contemplates the proposed engagement of the Parties. All Parties accept such engagement and agree that they shall, during the term of their engagement hereunder, conscientiously provide their resources and perform the required services to the full limit of their ability and further agree that they shall promptly and faithfully comply with all requirements, directions, requests, rules, and regulations.

All Parties do hereby agree as under:

1. Party A agrees to collaborate and provide support in international exposure to Party B.
2. Party A agrees to collaborate to conduct a workshop/seminar/conference at least once every year at the campus of Party B.
3. Party A agrees to provide training to the Pharmacy/PharmD students of Party B in the fields:

Clinical Pharmacy

Clinical Research

Clinical Data Management, Data Analytics

Pharmacovigilance

Career Abroad

Medical Writing and Communication

Ideas to IPR

Informatics

Any other fields as needed

4. Party A agrees to provide mentorship/career guidance to interested students of Pharmacy/Pharm.D and other courses of Party B.
5. Other potential areas of collaboration are:
 - a) Share the learnings of Avenida about its work, the startups like Arintra, Mapmygenome, CIPACA, Suvarna Swasthya Research Centre, First Care Clinics, SciVoc, SUITS, MedAux, Litemed, Eldorado Biotech and more.

b) Involve the institution in Avenida initiatives based on interest:

- Initiating clinical pharmacy services.
- Clinical implementation of pharmacogenomics/precision medicine.
- Clinical trials with our industry partners.



- Pilot to introduce clinical pharmacist in remote patient monitoring/ICU.
 - Strategy and real-world evidence for pharma and biotech organizations.
 - Involve in Avenida Health Services – a division of Avenida Innovations.
- c) Be a catalyst if the institution has a startup or incubator. Help start if it does not have.
- d) Entrepreneurship and startup.
- e) Consulting for students who wish to study abroad.
- f) Get international collaboration for students/faculty exchange, internship, and research.
- g) Pharmaceutical Care Services - The one initiative that we are very keen on is partnering with the Faculty of Pharmacy and offering Pharmaceutical Care services at affiliated hospitals.
- h) Deploy Avenida Portal to engage Pharm.D students/interns effectively and optimize their participation in hospital rounds.
- i) Facilitate offering joint degrees and dual degrees with foreign universities.

Both parties agree to use each other promotional materials (logo, pamphlets, name & address, contact details, etc.) in any event organized by both parties only for promotional activities.

Both parties further agree that the detailed terms and conditions that guide each activity identified above will be separately determined, wherever required. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation, etc

All parties have full capacity for the responsibilities above and will execute them as described. Except this, all the parties will share responsibilities on a mutually agreed basis and hence share the expense, profit, and any other credits depending on agreed terms and conditions as mutually agreed.

1. **INDEMNIFICATIONS:** The Parties shall indemnify and hold harmless each other, their affiliates, and respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the services of Parties including any third-party claims for infringement of intellectual property rights under this MOU.
2. **LIABILITY:** It is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law. This MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
3. **NON-DISCLOSURE:** All partners are working together in this endeavor. Neither Party will use, copy, adapt, alter, or part with possession of any information of the others which is disclosed or otherwise comes into its possession under or in relation to this MOU and which is of a confidential nature. Confidential Information" means any information, in any form or medium, that is confidential or proprietary to the disclosing party, including, but not limited to, technical, financial, commercial, business, legal, or other information that is designated as



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SGT University
Budhera, Gurugram

confidential or that should reasonably be understood to be confidential. If the Receiving Party is required to disclose the confidential information in lieu of and as a part of a judicial process, government investigation, legal proceeding, or other similar process, the Receiving Party will give written notice of such requirement to the disclosing Party.

4. FINANCIAL IMPLICATIONS: Once both parties agree and decide on the priority areas of implementation, financials will be mutually discussed and decided.

5. GENERAL

- 1) The parties to this MOU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MOU.
- 2) This MOU records the understanding between the parties.
- 3) The parties to this MOU shall be permitted to use the other's name, crest, logo, or branding after obtaining the other's prior consent to such use and fully complying with the user guidelines.
- 4) Nothing herein shall constitute a partnership between the Parties, and neither Party shall hold itself as an agent of the other Party.
- 5) 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

6. NOTICES & COMMUNICATION

Communication necessary for the performance of this MOU shall be made through the contact details provided in this MOU.

7. ADDENDUM

A party to this MOU may request an amendment to this MoU at any time, provided such amendment is with the prior written consent of the authorized representatives of all parties.

8. TERM AND TERMINATION

This MOU shall remain in effect from the date of signing for a period of three years. This MOU may be terminated by either party by providing 30 (thirty) days written notice to the other party. However, obligations and commitments already contracted for and involving their parties shall be honored and continued by both parties until such commitments are completed. Termination of this MOU by each Party prior to the execution and delivery of the definitive agreements shall be without liability, and no Party hereto shall be entitled to any form of relief whatsoever, including, without limitation, injunctive relief or damages.

9. DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

In the event a dispute arises in connection with the validity, interpretation, implementation, or alleged breach of this MOU, the parties shall attempt in the first instance to resolve such dispute through negotiation, and in the event of a non-resolution of the matter, the MOU shall stand



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terminated. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

This MoU shall be governed by the laws of India and shall be subject to the jurisdiction of courts in Gurugram or Hyderabad.

SIGNATURES:

This MOU is executed on behalf of the parties by their respective duly authorized signatory as set out below:

For AVENIDA INNOVATIONS (Party "A")	For SGT UNIVERSITY (Party "B")
<p data-bbox="414 638 670 716"></p> <p data-bbox="438 728 678 772">Authorized Signatory</p> <p data-bbox="558 694 774 907"></p> <p data-bbox="284 851 558 884">Name: Dr. Ashwani Dhar</p> <p data-bbox="284 907 758 940">Designation: President, Avenida Innovations</p> <p data-bbox="284 963 598 996">Email: info@avenidapro.com</p>	<p data-bbox="1069 593 1189 705"></p> <p data-bbox="1005 728 1252 761">Authorized Signatory</p> <p data-bbox="1165 750 1484 884">Registrar SGT University Budhera, Gurugram</p> <p data-bbox="853 840 1157 884">Name: Dr. Joginder Yadav</p> <p data-bbox="853 907 1109 940">Designation: Registrar</p> <p data-bbox="853 963 1220 996">Email: registrar@sgtuniversity.org</p>