

## MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is executed on the 22<sup>nd</sup> of April 2025 in Gurugram, Haryana

### **BETWEEN**

**SGT (SHREE GURU GOBIND SINGH TRICENTENARY) University**, Budhera, Gurugram Badli Road, Gurgaon (Delhi NCR Region) herewith known as “party 1” is a private university established in 2013 and is empowered to award degrees as specified by UGC under section 22 of the UGC Act, 1956. 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**

**Systopic Laboratories Pvt Ltd** with its office at Plot No. 101, Pragathi Chambers, Commercial complex, Ranjitnagar, New Delhi-110008 through its General Manager (Regulatory & Corporate Affairs) presently duly authorized in this regard, (hereinafter referred to as Systopic laboratories), herewith known as “party 2” an Indian Pharmaceutical Manufacturing & Research Organization offering services in Drug Manufacturing, Quality Control, Quality Assurance and Formulation Development, PARTY OF THE SECOND PART. Party 1 & Party 2 will be known as Parties.

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

### **NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:**

1. Party 2 will be a ‘Research Affiliate’ and ‘Collaborator’ of SGT University.
2. There will be collaboration between the various faculties of SGT University and the scientists of Party 2 in the areas of joint and integrated research interests.
3. This collaboration will extend the facilities of the two entities for complementing joint research projects and training each other’s students’/research scholars/teachers from Party 1 and Scientists and research associates from Party 2.

Registrar  
SGT University  
Budhera, Gurugram



4. The two parties will conduct joint programs including short term courses and training modules as per mutual interest.
5. 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 from the Competent Authorities of the two parties.
6. Qualified eligible Technical Staff and Research Scholars working with Systopic Laboratories- Party 2 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 Systopic Laboratories, who will be at the level of Scientist 'E-1' of CSIR cadre or equivalent with a Ph.D. degree and having the requisite experience as per the ordinance of SGT University / UGC. A list of eligible Scientists, along with CVs and list of publications will be provided by the President party 2 to obtain a formal approval from the competent authorities of party 1 at the time of processing of specific applications from party 2. An approved faculty member of party 1 will be a supervisor for these students. 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 party 2 will have to get formal approval from the academic council of SGT University.
7. Ph.D. students working at SGT University will be able to carry out a part of their work at Systopic Laboratories.
8. A research Scholar working under this MoU will be required to complete pre-PhD course work of specified credits as per specification of Ph.D. ordinance of SGT University.
9. Both Parties will independently cover the cost of research consumables / Chemicals and other expenditure incurred in connection with the research collaboration.
10. Party 2 will provide short-term training to students and faculty members of the SGT University in their areas of specialization on the request from the University.

Registrar  
SGT University  
Budhera, Gurgaon



11. Scientists of party 2 may be invited to deliver lectures in specific courses or seminars of SGT University.
12. Mobility of Professors/Faculties of SGT University and Scientists of Systopic Laboratories between SGT University and Systopic Laboratories will be encouraged.
13. Both the parties will honor and protect the intellectual property and copyrights of the other party. Each Party shall retain all right, title, and interest in its works, creations, and inventions, including all intellectual property rights therein (collectively "IPR Rights"), and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Any jointly developed content, IPR publications, patents and other IPR related issues shall be jointly shared by Systopic Laboratories and SGT University or as specified in separate written agreements.
14. The initial tenure of this MOU is for a period of three years from the date of signing of MoU. This MOU may be amended / extended for specified duration by mutual consent in writing of both the parties.
15. This MOU may be terminated by either institution at any time provided that the terminating institution gives to another party a written notice of intention to terminate at least six months prior to termination. However, all commitments made by the parties shall be completed in such eventualities as agreed.
16. A joint committee shall be constituted to periodically review the progress of this MoU. Both the parties shall nominate a single point of contact at Professor / Scientist level to communicate and evaluate the joint activities.
17. 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 a committee of arbitrator to be appointed by mutual consent of both the parties subject to Haryana jurisdiction. The decision of the arbitrator shall be final and binding upon the party concerned. If the matter remains

unresolved, the same shall be referred to a team of three arbitrators, one each appointed by the parties and third arbitrator appointed by mutual consent of two arbitrators who will be common. If the matter remains unresolved, the same shall be dealt with the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time. This MOU shall be governed by and construed in accordance with the substantive Central and State laws of India and will be subject to the jurisdiction of Gurugram, Haryana.

18. Both the parties should meet the financial liabilities on their own and if necessary, special agreement for financial liabilities may be agreed for each activity, which will be the point of this MoU.
19. 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, joint venture, agency, employment or other similar relationship between the parties hereto.
20. Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the disclosing party. The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.
21. For the purposes of this MOU encompassing specific programs between the parties, 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.

In witness whereof, the Registrar, SGT University, and the General Manager (Regulatory & Corporate Affairs), Systopic Laboratories, have hereinto signed this MOU on the day and year first written above.

  


**Mr. Sree Kumar**  
**General Manager (Regulatory & Corporate Affairs)**

M/s Systopic Laboratories Pvt Ltd  
Plot No. 101, Pragathi Chambers  
Commercial complex, Ranjitnagar  
New delhi-110008  
INDIA

  
**Registrar**  
SGT University  
Budhera, Gurugram

**Dr Joginder Yadav**

**Registrar**  
SGT University  
Budhera, Gurugram Badli Road,  
Gurgaon, (Delhi NCR Region)  
Haryana -122505  
INDIA

**WITNESSES**

1.   
(UTKARSH TYAGI)  
(REGULATORY COORDINATOR)

2.

  
1. Prof. (Dr) Vijay Bhole  
Dean - ICIA

2.   
Dr. Sonu Yadav  
Associate Professor, SGT COP  
22/4/25