



Memorandum of Understanding

Between

FARE Labs Private Limited, Gurugram

&

SGT University, Gurugram

April 2024

MEMORANDUM OF UNDERSTANDING

between

FARE Labs Private Limited, Gurugram
and
SGT University, Gurugram

This Memorandum of Understanding (MoU) is entered into Third Day of April, 2024 by and between FARE Labs Private Limited, Gurugram having its registered office at

- UNIT 1 - L-17/3, DLF Phase-II, IFFCO Chowk, Gurgaon-122002
- UNIT 2 - D-18, Infocity Phase-II, Sector-33, Gurgaon-122002
- UNIT 3 - D-28, Infocity Phase-II, Sector-33, Gurgaon-122002 (Hereinafter named as FLPL) through its Managing Director Mr. D. Mathur,

And

SGT University, situated at Badli Road Chandu, Budhera, Gurugram, Haryana, India (hereinafter referred to as "SGT") through its REGISTRAR (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them).

FLPL and SGT may each be referred to as a "Party" and together the "Parties".

FARE Labs Pvt. Ltd., Gurugram is a state-of-the-art food testing laboratory employing around 400 highly qualified, trained and competent personnel. The Laboratory is accredited as per ISO/IEC 17025:2017 for Testing and Calibration. FARE Lab is also accredited as a PT Provider as per ISO/IEC 17043:2010 by NABL. Over the years, FARE Labs has developed strong long-term relationships with its customers, including many leaders from domestic and global Companies, International NGOs and Govt. bodies. Fare Labs Pvt. Ltd. has many feathers in its cap in terms of Accreditation/Certification, Recognition and Authorizations from various accreditation, regulatory and certification boards. Fare Labs, a certified Scientific & Industrial Research Organization (SIRO) has a State of the art R&D Centre which is recognized by Department of Scientific & Industrial Research (DSIR). We undertake cutting edge industry oriented research projects aiming at problem solving through innovative solutions. Our R&D recommendations are implemented by the industry on a regular basis. Fare labs has put together a team of well qualified and highly experienced scientists coming from leading institutes of National repute. Many of these scientists have post-doctoral experience from world renowned Universities and Institutes also.

FARE Labs is equipped with highly sophisticated new generation equipment such as GC(s) with multiple detectors namely FID, PAD, ECD; HPLC(s) with multiple detector such as RTPCR, Micro Plate Reader,


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ELISA, UV/Florescence/PDA/ELSD, UHPLC with ELSD, AAS, ICP-OES, ICP-MS, LC-IR-MS, GC-MS, GC-MS/MS (s), Dioxin Analyzer and LC-MS/MS(s) for testing of various products.

SGT University, Gurugram is a private University in Gurugram, Haryana. The University came into existence by 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, found in 1999.

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 great sense of aesthetics, a learning stimulating environment. SGTU believes in overall holistic development of its students as well as the Faculty in every discipline, so that they can perform their responsibilities in the community in best manner.

Purpose of this MoU

This MoU aims at providing a regular exchange of information, innovation, knowledge, technological developments, research, management programs, and skills development, which contribute to mutual benefits of FARE Labs Pvt. Ltd. and SGT University.

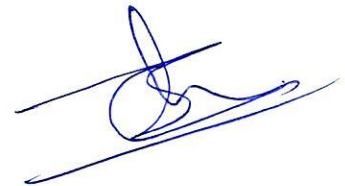
A. Areas of Collaboration

In consideration of the mutual promises and agreements contained herein, the Parties agree as under:

1. FARE Labs and SGT University will jointly work and participate in Science and Technology, Education, and R&D programs in various scientific fields of mutual interest as and when required.
2. Both parties shall plan to develop projects of mutual interest including national and international conferences/Seminars/training programs in collaboration with each other.
3. FARE Labs and SGT University shall work jointly and seek government grant-in-aids for research and innovations of National Importance and invite each other's participation therein.
4. FARE Labs and SGT University will facilitate in enrolment of FARE Labs's scientific staff for PhD, training/internship to utilise the expertise and resources available at both parties through training and an exchange of ideas.
5. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU consistent with laws, rules.
6. FARE Labs and SGT University shall start joint major projects on Food and Water Safety, Environmental Safety etc of mutual and National Interest.
7. FARE Labs and SGT University agree not to file any publications seeking IPR (public patent) in their own names or the names of their associates or any other persons on any matter related to the information developed under this MoU, but they may seek intellectual property rights in the joint names of the parties as mutually agreed on a case-by-case basis.



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8. Any publications relating to the activities covered by this MoU must be in the names of the people participating from both parties with endorsement from both parties.
9. In all publications, it will be duly acknowledged that the work has been carried out by FARE Labs and SGT University under this MoU.
10. All ethical guidelines for research publications at both parties shall be followed strictly.
11. FARE Labs and SGT University will work for establishing joint Training Facility for imparting training to the stakeholders.
12. FARE Labs and SGT University will nominate one representative to coordinate the program. Furthermore, a coordination committee will examine and identify methods to increase cooperation between the parties on a periodic basis.
13. To recognise scientific staff of FLPL for guiding students who register for the Ph. D. programme at SGT following the rules and regulations of SGT.
14. To allow research scholars who have registered for their Ph. D. under the supervision of staff of SGT to carry out part of their work at FLPL.

FLPL and the SGT agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two parties in writing. These terms shall include a technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

Exchange of Faculty, Scientists and Staff

FLPL and the SGT agree to encourage collaboration between faculty and scientists from the two institutions. Specifically, the institutions will encourage members of their faculty to undertake short visits to, or take up fixed-term visiting assignments at, each other's institution during vacation periods or sabbatical leave. The terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, will be worked out between the concerned faculty member and the institution extending an invitation. Upon reaching agreement on specific visits or assignments, the parties shall document their understanding of the specific terms of each visit or assignment in writing.

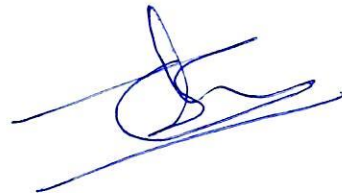
Students/Employees Exchange

FLPL and the SGT agree that student/employees exchange will be guided by principles listed below. A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

- a) Exchange of students for internship/training/project work/Ph D work will be selected by mutual agreement between the home institution and the host institution.
- b) An exchange student will continue to be treated as full-time student at his/her home institution.
- c) An exchange student will be considered as full-time "exchange" student at the host institution.



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- d) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.
- e) The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.
- f) The home institution may award to the exchange student credits earned at a host institution, but only after the home institution has established correspondence between courses taken at the host institution vis-a-vis those offered at the home institution, as envisaged in NEP-2020 and as adopted by SGTU from time to time.
- g) If an exchange student has undertaken research, then the host institution will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical "report" of the research carried out,
- h) If an exchange student has undertaken research, then the home institution will take note of the performance evaluation and the technical report, and take steps in accordance with its own procedures.
- i) The terms and conditions for each exchange student, including those concerning expenses towards accommodation, food and medical insurance will be worked out between the institutions.
- j) The exchange students will pay tuition and other fees at their home institution.

Exchange of Scientific and Technical Material

FLPL and the SGT will exchange information on research and educational programmes and teaching/learning material and other literature relevant to their educational and research programmes. Further, FLPL and the SGT agree to explore ways to share teaching/learning material, and other relevant literature, while respecting each other's intellectual property and other rights.

Joint Conferences, workshops and short-term courses

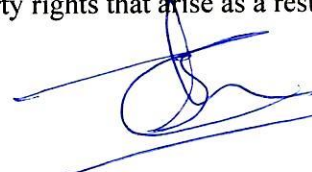
FLPL and the SGT agree to help identify and invite faculty members from the other institution to participate in conferences, workshops and short-term courses. The terms and conditions for such participation will be worked out by mutual agreement between the invited faculty member(s) and the institution extending such an invitation. When a faculty member visits the other institution on invitation or as part of such joint activity, then such a visit will be classified as such, and handled as per rules of individual institution.

FLPL has also agreed to provide a discount of 50 percent on its testing procedures for students and faculty members of SGT.

Intellectual Property

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. FLPL and the SGT agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of


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any collaborative research or activity under this MoU will be worked out on a case-to-case basis, and will be consistent with officially laid down IPR policies of the two institutions. Ownership and management of all IP resulting from any collaboration shall be addressed in the written agreement governing each project

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

Co-ordination

The institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee, consisting of (a) Coordinator from SGT University, Gurugram (b) Coordinator from Farelabs, Gurugram will periodically review and identify ways to strengthen cooperation between the two institutions.

Confidentiality

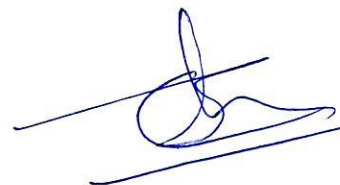
The parties agreed that there is no intention to share any confidential or proprietary information in any collaboration under this memorandum of understanding. Neither party shall publicize this MOU and the annexes thereto, the provisions herein or related subject matter to any third party unless agreed to in writing by the other party. The parties agree that any proprietary business and/or technical information 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

Commencement, Renewal, Termination, and Amendment

This MoU is effective as of the date of execution by the later of the appropriate officers of each signatory institution /organization to sign. This MoU shall remain in force for a period of five (05) years from the date of signing, with the understanding that it may be terminated by either party giving at least one months' notice to the other party. However, both the Parties will meet any residual obligations in connection with

the present MOU, notwithstanding its termination. This MoU may be amended or extended by mutual consent in writing by the two parties.


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Limitation of Liability:

For the purposes of this MOU, 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.

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, joint venture, agency, employment or other similar relationship between the parties hereto

Governing Law, Jurisdiction and Dispute Resolution:

This MOU shall be governed by and construed in accordance with the substantive Central and State laws of India. Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Gurugram.

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. If the dispute is not resolved through negotiation then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

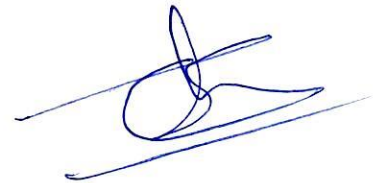
Partial Invalidity:

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 severable and the remainder of the MOU shall remain valid and enforceable.

Assignability



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This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party.

Effective date and signature


To WITNESS WHEREOF the undersigned, duly authorized there to have signed this Memorandum of Understanding, on 3rd April, 2024 in two originals. This MoU shall come into effect upon the signature of authorized officials of FARELabs and SGT University.

On behalf of SGT University


The Registrar
SGT University
Gurugram, Haryana, India.

3/4/24
Registrar
SGT University
Budhera, Gurugram

On behalf of FARELabs


Mr. CS Joshi
Director, FARE Labs Pvt Ltd
Gurugram, Haryana, India.
Tel.: +91 9312664533
E-mail: csjoshi@farelabs.com
E-mail: farelabs@farelabs.com


Witnesses:

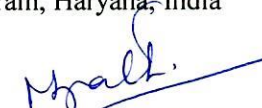
1. Prof M Ejaz Hussain
Dean, Faculty of Allied Health Sciences
SGT University, Haryana, India


M Hussain
3/4/24

2. Prof Barkha Bhatnagar
Associate Dean and HoD
Faculty of Allied Health Sciences
SGT University, Haryana, India


Barkha
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1. Mr D Mathur
Director, FARE Labs Pvt Ltd
Gurugram, Haryana, India


2. Dr Meenakshi Joshi
President, FARE Labs Pvt Ltd
Gurugram, Haryana, India