



SGT
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Shree Guru Gobind Singh Tricentenary University



Memorandum of Understanding

Between

SGT University, Gurugram

&

Institute of Eminence Science and Research

Noida

May 2025



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MEMORANDUM OF UNDERSTANDING (MOU)

This **Memorandum of Understanding (MoU)** is entered into 28th, May, 2025. by and

BETWEEN

INSTITUTE OF EMINENCE SCIENCE & RESEARCH (IESR) powered by **Hedrons Global Pvt Ltd**, Plot No-14, 1st Floor, Ecotech II, Udyog Vihar, Greater Noida, Gautam Buddha Nagar, UP, India-201310, with Pan no-AAHCH7079L and CIN no-U85306UP2025PTC215191 and GST no-09AAHCH7079L1ZU.

AND

SGT University, located at Budhera, Gurugram Badli Road. Gurugram 122505, hereinafter referred to as ***SGT University*** (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) all referred to as the Second Party (hereinafter collectively referred to as "**the Parties**" and individually as "**the Party**").

1. Background of the Institutions:

The **Institute of Eminence Science & Research (IESR)** is North India's first integrated **Life Sciences platform**, dedicated to bridging the gap between **academia and industry in genomics**. Despite biotechnology being taught for over two decades, the industry still faces a severe shortage of **specialized, job-ready professionals**. While genomics is transforming healthcare, agriculture, and biotechnology, **95% of students in biotechnology programs lack direct training in genomics**, leading to a talent gap that slows industry growth.

IESR was founded under the visionary leadership of **Dr. Ashish Dubey**, a pioneer in life sciences education and industry integration. With extensive experience in **genomics, bioinformatics, and biotechnology commercialization**, Dr. Dubey has spearheaded multiple initiatives to make life sciences education **more practical, industry-focused, and career-driven**. His expertise in **technology transfer and start-up incubation** has helped shape IESR's mission to **train, place, and empower** the next generation of genomics professionals.

Just as IT transformed the technology landscape, **IESR is building a structured talent pipeline for genomics**. Through **specialized industry-driven training, hands-on exposure to cutting-edge technologies, and biotech start-up incubation**, we ensure that students are **not just educated but placed directly into high-demand genomics roles**.

Our collaborations with **40+ industry partners** allow us to offer **faculty workshops in genomics**, equipping educators with the latest advancements and ensuring **curricula remain aligned with industry needs**.

Our mission is clear to **establish India's first Genomics Institute**, where students transition from **learning to leading** in this rapidly expanding field. By integrating **research, education,**

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and industry, IESR is shaping the future of life sciences and relevant fields, one breakthrough at a time.

SGT University is a UGC-recognized institution, established in 2013, that has broad ambitions to promote research, innovation, and multi-disciplinary education. which is located on the outskirts of Gurgaon, spans more than **70 acres** and has every type of resource and infrastructure available to facilitate optimum academic and research output. SGT University, nurture individual's excellence through value based, cross-cultural, integrated and holistic education adopting the contemporary and advanced means blended with ethical values to contribute in building a peaceful and sustainable global civilization. SGT mission to create competitive and coordinated environment wherein the individual develop skills and a lifelong learning attitude to excel in their endeavours.

2. PURPOSE

2.1 This MoU aims to **establish a strong research, training program, and industry-academic partnership**, fostering **innovation, skill development, and career growth** in life sciences and Genomics.

2.2 The collaboration will focus on:

- **Creating a Research & Training Hub** to support **academic and industry collaboration**.
- **Developing joint research projects and securing national/international research grants** (DBT, DST, CSIR, ICMR, private funding).
- **Providing access to advanced technologies**, including **Next-Generation Sequencing (NGS)** and bioinformatics tools.
- **Launching a Bio-Innovation Hub** for **start-up incubation and commercialization of research**.
- **Ensuring hands-on training and industry exposure** to equip students with **job-ready skills** for R&D and industry roles.
- **Organizing faculty workshops/Seminar/Symposium etc., in genomics** to bridge the knowledge gap and enhance the impact of academic training.

3. TERMS OF EXECUTION

3.1 Collaborative Research & Faculty Development

- Establish **joint research initiatives in genomics, bioinformatics, nanotechnology, and forensics**.
- Facilitate **faculty collaboration** for interdisciplinary research and grant applications.
- Organize **faculty training programs, knowledge-sharing sessions, and industry-aligned courses**.

3.2 Student Engagement & Industry-Aligned Education

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- Integrate **academic programs with industry-driven case studies and practical applications.**
- Provide **hands-on training in cutting-edge** life sciences technologies and other relevant fields.
- Invite **industry experts for guest lectures, mentor-ship, and research collaborations.**

3.3 Bio-Innovation Hub & Technology Commercialization

- Establish a **Bio-Innovation Hub** to support **life sciences start-ups and research commercialization.**
- Facilitate **technology transfer and patent filing for innovations** developed under the collaboration.
- Enable **open-access utilization of genomics and bioinformatics tools** for academia and startups.

3.4 Workforce Development & Internship Programs

- Train and place **students in R&D and industry roles**, ensuring industry-relevant skills.
- Provide **internship opportunities** at IESR and with industry partners.
- Conduct **workshops, hackathons, and skill-based training sessions.**

3.5 For the purposes of this memorandum of agreement encompassing specific programs between IESR and SGTU, it is understood that a specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each program, visit or an assignment or training, including those concerning financial implications will be worked out between both the parties.

4. FINANCIAL COMMITMENTS & PRICING

- Both parties **agree to share funding opportunities and research grants** for collaborative projects.
- **IESR will provide special pricing** for sequencing and training services for students and faculty.
- Financial aspects will be **agreed upon on a project-by-project basis** through separate agreements.

5. INTELLECTUAL PROPERTY (IP) & PUBLICATIONS

5.1 Each Party shall retain ownership of its **pre-existing intellectual property.** Any **new intellectual property (IP)** generated under this collaboration shall be **jointly owned or governed by a separate agreement.**

5.2 IESR shall retain **exclusive rights to research outputs, reports, and technologies** developed at IESR unless otherwise agreed upon in writing.

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5.3 Joint publications will be encouraged, with proper authorship credit to faculty and students from both institutions.

6. BRANDING & PUBLICITY RIGHTS

6.1 Both parties may mention this partnership in **promotional materials, academic conferences, and official publications**, subject to prior approval.

6.2 Neither party shall register trade names, trademarks, or branding elements that are identical to or can be confused with the other party's intellectual property.

7. CONFIDENTIALITY

7.1 Both parties **agree to maintain confidentiality** regarding proprietary information, research findings, trade secrets, and any other sensitive data shared under 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 shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information for the purpose of this clause shall mean and include any and 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, 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.

7.2 The confidentiality agreement shall remain in effect for five (5) years beyond the termination of this MoU unless extended by mutual agreement.

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8. DISPUTE RESOLUTION, JURISDICTION & LEGAL COMPLIANCE

8.1 Any disputes shall be resolved **amicably through mutual discussions**.

8.2 If a resolution cannot be reached, the dispute shall be **referred to 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.

8.3 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.

8.4 Both parties agree to **comply with all applicable legal, ethical, and regulatory standards** for research, training, and commercialization.

9. DURATION & TERMINATION

9.1 This MoU shall remain in effect for a period of **5 years** from the date of signing.

9.2 Either Party may terminate this MoU with the Institute, **written notice**, ensuring the completion or smooth transition of ongoing projects.

10. GENERAL PROVISIONS

10.1 This MOU will become effective beginning on the day after last party signed. This MOU will be reviewed annually on or around the anniversary of its effective date. This MOU may only be modified by the written agreement of the parties, duly signed by their authorized representative.

10.2 This MOU may be terminated by party after giving the other party 30 days written notice of the intent to terminate. If the **SGT University** terminates this MOU, it will permit any student working at the **SGT University** at the time of termination the ability to complete his/her work.

10.3 The **IESR** and the **SGT University** will meet up on request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

10.4 Students are not entitled to workers compensation benefits for any injury sustained during the internship, training or learning activity. The **IESR** and **SGT university** will take reasonable measures to provide a safe and secure workplace in accordance with rules and regulations.

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10.5 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

10.6 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.

10.7 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

**On Behalf of Institute of Eminence
Science & Research (IESR)**

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28/05/25

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**On Behalf of SGT University,
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