

Memorandum of Understanding
between
SGT University, Gurugram
&
Regional Centre for Biotechnology
Faridabad

January, 2025

MEMORANDUM OF UNDERSTANDING (MoU)

THIS MEMORANDUM OF UNDERSTANDING (MoU) is executed at **SGT University** on 30th, January 2025 between **Regional Centre for Biotechnology**, Faridabad providing incubation facilities in BSC BioNEST Bio-Incubator (hereinafter referred to as '**BBB**'), at Regional Centre for Biotechnology campus, NCR Biotech Science Cluster, 3rd Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001, hereinafter referred to as '**RCB**' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) all referred to as the **First Party**;

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")
WITNESSETH AS FOLLOWS:

WHEREAS, RCB is an institution of National Importance established by the Department of Biotechnology, Govt. of India through an Act of Parliament i.e. The Regional Centre for Biotechnology Act, 2016, with regional and global partnerships synergizing with the programs of UNESCO as a Category II Centre. The RCB has established BSC BioNEST Bio-Incubator (hereinafter referred to as BBB), under the aegis of BIRAC's BioNEST (Bioincubators Nurturing Entrepreneurship for Scaling Technologies) Scheme to foster innovation, provide one-stop facilitation to all entrepreneur/start-ups in India. Further, RCB has also created the Advanced Technology Platform Centre (hereinafter referred to as ATPC) which is a Government of India-funded technology platform that provides a medium for innovative researchers to accelerate innovations in the field of Biotechnology and to generate deliverables addressing the issues in public health, agriculture, and skill development sectors.



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AND WHEREAS, SGT University 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 is providing education in various disciplines, which is relevant for today's health care 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. It is a university with more than 180 academic members, offering specialized UG, PG and PhD degree programmed and diploma programs in Engineering, Biotechnology, Management, Commerce, Law, Pharmacy, Allied Health Sciences, Nursing, Computational Science, Mathematics, Media Science and English.

1.0. AREAS OF COLLABORATION

This collaboration will serve as a platform for cross-learning, sharing knowledge, best practices on innovation, and startup ecosystem development among students. Both the parties herein have, after considering their objectives and strengths, agreed to work together and collaborate in the following areas of interest:

1. Entrepreneurship Development

Both parties agree to collaborate for Entrepreneurship Development and Skill Development in the field of Biotechnology and Healthcare. The scope of work and terms and conditions will be decided on a case-to-case basis.

- 2. Seminars, workshops and training programs** - First party agrees to provide opportunities to students/researchers and startups from SGT University to use the expertise and facilities available in the institution through training of students/staff and through the exchange of thoughts by brainstorming sessions/seminars/workshops/conferences. The terms and conditions for such participation will be worked out by a mutual agreement between both parties. Both parties agree to conduct joint seminars, workshops, outreach, awareness activities, and discussions in the area of common interest to encourage student startup programs.



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3. **Collaborative Research activities and publications** – Both parties agree to collaborate and cooperate with each other in order to enhance the quality of teaching, training, and research activities through joint collaboration while respecting each other's intellectual property and other rights. Both parties agree to encourage the exchange of students/ faculty and other researchers of one institution with the other institution.
4. **Dedicated Lab space for students with innovative ideas** – The First party agrees to provide dedicated lab space to the innovators and students of the SGT University in accordance with the regulations established by the First Party, which may be amended from time to time. The second party shall act as a “SPROUT” partner for BBB. In this regard, a separate agreement may be executed to outline specific interests or arrangements as mutually agreed upon, based on individual interests
5. **Mentoring program** – In order to boost entrepreneurial spirit among young individuals, both parties subject to its norms, agrees to provide mentorship from their mentors to the students with early-stage ideas and startup in various areas including but not limited to Biotechnology, Business Strategy, and Intellectual Property. The program can be conducted in online/offline mode as mutually agreed.
6. **Internship** – First party agrees to provide internship opportunities for students under BBB's Academia-Industry Joint Mentorship (“AIM”) program based on merit basis and subject to availability. AIM is a strategic program of BBB through which Universities/colleges / Institutions collaborate with BBB for 6 /12 months of industrial training of their students and researchers at startups incubated at BBB.
7. **Usage of High-end equipment** - The First party agrees to allow the usage of High-end equipment available at BBB to the innovators/students of the Second Party at nominal rates and in accordance with the regulations established by the First Party in this regard and as amended from time to time.

RCB and SGT UNIVERSITY further agree that the detailed terms and conditions that guide each activity identified above will be separately determined, wherever required.



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These terms shall

include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

2.0 TERM

Subject to the terms of this MoU, the duration of this MoU shall be initially for a period of 36 months commencing from date of signature by both the parties. The term of this MoU may be extended by mutual agreement between the Parties, depending upon the requirement.

3.0 CONFIDENTIALITY

- 3.1 Each Party agrees that it shall protect the secrecy of and shall prevent any unauthorized disclosure and/or unauthorized use of the Confidential Information.
- 3.2 Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, potential customer or partner information, customer data.
- 3.3 Without limiting the foregoing, each party shall take at least those measures to protect Confidential Information received or developed under this MoU that it takes to protect its own most highly confidential information. Each party agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such Confidential Information to outside parties. 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.
- 3.4 The obligation to safeguard Confidential Information shall not apply to information which:
- is already known to the receiving Party without breach of the provisions of this Agreement;
 - is or becomes part of the public domain without breach of the provisions of this Agreement;
 - is lawfully obtained from a third Party without any obligation of confidentiality;
 - is required by law to be disclosed by the receiving Party.


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- e. is independently developed by receiving Party without reference to Confidential Information provided by another Party.

3.5 The outcome of the collaboration is to be suitably acknowledged by either party.

4.0 INTELLECTUAL PROPERTY RIGHTS (IPR)

Both parties agree to respect each other's rights to intellectual property. Further, the intellectual property rights arising from any collaborative research or activity under this MoU will be worked out on a case-by-case basis and will be consistent with the officially laid down IPR policies of the two institutions. Ownership and management of all Intellectual Property and Technical Property resulting from any collaboration shall be addressed in the written agreement governing each project

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.

Neither Party is authorized to use the name(s) and/or logo(s), registered trademarks, service marks, logos, insignia, or any other proprietary designation (collectively the "Marks") of the other Party or its products or services without the other Party's prior written approval. 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

5.0 PUBLICATIONS

5.1 Publications, if any, in respect of the activities covered under this MoU shall be in the names of involved personnel from both parties. In all publications (papers, reports, etc.), it will be duly acknowledged that the work has been carried out by RCB and SGT University under this MoU between the parties.

5.2 All ethical guidelines of research publication existent at both Institutions will be followed strictly.

6.0 FINANCIAL COMMITMENT

This MoU, being a cooperative and collaborative understanding for academic excellence and enhancement of a culture of entrepreneurship among students, shall not create any legal and/or financial commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.



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7.0 FORCE MAJEURE

Neither party shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disasters), war, invasion, the act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, terrorist activities, embargo, no party is entitled to terminate this MoU under Termination Clause in such circumstances. If the force majeure conditions continued beyond three (3) months, the Parties shall jointly decide about the future course of action.

8.0 INDEMNITY CLAUSE

Each Party (in such capacity, referred to as "Indemnitor") shall indemnify and hold the other Party and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors, and assigns (collectively "Indemnitee") harmless from and shall reimburse Indemnitee for any losses, damages, deficiencies, claims, causes of action or expenses of any nature (including reasonable attorneys' fees and expenses) incurred by Indemnitee arising out of or resulting from any breach of any warranty, representation covenant or obligation of Indemnitor under this MoU.

9.0 NON-BINDING MOU FOR FUTURE COOPERATION

This MOU describes the general conditions and arrangements for further discussions between the parties and is non-obligatory. The exact terms and conditions of this future cooperation will be negotiated in due course and delineated in one or more separate and definitive agreements in the future, should circumstances warrant. Neither party shall be liable to the other for any claim, loss, cost, liability or investment opportunities arising out of directly or indirectly related to the other Party's decision to terminate this MOU, the other Party's performance under this MOU, or any other decision with respect to proceeding or not proceeding with the definitive agreement(s) or the Project(s). Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party.

10.0 DISPUTE RESOLUTION AND JURISDICTION

10.1 **"Dispute Resolution" (i.e. Arbitration Clause):** Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations shall be referred to sole Arbitration or an Arbitrator to be jointly appointed by both the parties. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed.


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10.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and amended thereof shall be conducted in Delhi/NCR.

10.3 **Jurisdiction of the Court(s):** In case of any dispute, jurisdiction of the judicature of all courts in Delhi/NCR shall be recognized and this MOU shall be governed by the laws of India.

11.0 NOTICE

Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.

12.0 TERMINATION

Each Party shall be entitled to terminate this MoU by giving the other Party a written notice of at least 2 (two) months. Once terminated, neither party will be responsible for any financial or otherwise losses the other party may suffer. However, both parties will ensure that all activities in progress are allowed to complete successfully.

13.0 LIABILITIES

No Party shall be liable to another for indirect or consequential damages. Each party shall be responsible for its officers, employees, agents, contractors intentional or negligent acts or omissions and howsoever caused, to the extent allowed by applicable law.

14.0. RELATIONSHIP

Nothing in this MoU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MoU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.


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15.0. ENTIRE UNDERSTANDING / MODIFICATION

This MOU embodies the entire understanding of the Parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this MOU. This MOU cannot be amended, changed or altered except by a written instrument signed by both the parties.


IN WITNESS, whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

On Behalf of SGT University Biotechnology




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Budhera, Gurugram
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The Registrar
SGT University
Gurugram, Haryana
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On Behalf of Regional Centre for




सुमन गुप्ता / Suman Gupta
मुख्य प्रचालन अधिकारी / Chief Operational Officer
क्षेत्रीय जैवप्रौद्योगिकी केंद्र / Regional Centre for Biotechnology
(क्षेत्रीय जैवप्रौद्योगिकी विभाग, भारत सरकार द्वारा स्थापित)
(Estd. by the Dept. of Biotechnology, Govt. of India)
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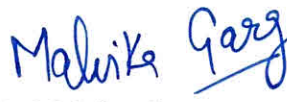
Witnesses




1. Prof. M. Ejaz Hussain
Dean, ICIA
SGT University, Gurugram



2. Dr. Mahesh K Seth
Associate Professor & HOD
Dept. of Life Sciences, FAHS



1. Ms. Malvika Garg
IP Manager
Regional Centre for Biotechnology
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2. Ms. Kanchan Rawat
Technical officer
Regional Centre for Biotechnology
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