



सत्यमेव जयते

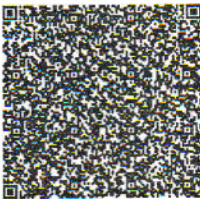
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL88807554173307V
Certificate Issued Date : 11-Apr-2023 02:25 PM
Account Reference : IMPACC (IV)/ dl933703/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL93370348755575033699V
Purchased by : REGISTRAR SGT UNIVERSITY
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR SGT UNIVERSITY
Second Party : AKUMS DRUGS AND PHARMACEUTICALS LIMITED
Stamp Duty Paid By : REGISTRAR SGT UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

IN-DL88807554173307V

MEMORANDUM OF UNDERSTANDING
BETWEEN
SGT (SHREE GURU GOBIND SINGH TRICENTENARY) UNIVERSITY
AND
AKUMS DRUGS & PHARMACEUTICALS LIMITED

Arushi Jain

Registrar
SGT University,
Bachchan, Gurgaon

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is executed on 12th day of April 2023 at New Delhi.

BETWEEN

SGT (SHREE GURU GOBIND SINGH TRICENTENARY) University, Budhera, Gurugram Badli Road, Gurgaon (Delhi NCR Region), through its Registrar, duly authorized to enter into and sign an MOU on behalf of SGT University (hereinafter referred to as 'SGT University') PARTY OF THE FIRST PART.

AND

Akums Drugs & Pharmaceutical Limited having its registered office at 304, Mohan Place, LSC, Saraswati Vihar, Delhi – 110034 and Corporate office at Akums House, Plot No. 131-133, Block-C, Mangolpuri Industrial Area Phase-1, Delhi-110083 , (hereinafter referred to as Akums, PARTY OF THE SECOND PART

Whereas SGT is a private university established in 2013 and is empowered to award degrees as specified by University Grant Commission under section 22 of the University Grant Commission Act, 1956.

Whereas Akums is a Research oriented company engaged mainly in the activity of research & development of pharmaceutical formulations and is leading contract manufacturing company in pharmaceutical industry in India and is having its Factories at Plot No. 19, 20 & 21, Sector – 6A, Plot No. 22, Sector 6A, Plot No. 47 & 48, Sector 6A and Plot Nos. 2,3,4, & 5, Sector – 6B all at Integrated Industrial Estate, BHEL Area, Ranipur, Haridwar, and manufactures Pharmaceutical Formulations in the form of Tablet, Capsules, Dry Syrups, Liquid Orals, Soft Gelatin Capsules, Injectables, Ointments, Cosmetics etc.; and is accredited with WHO-GMP, ISO 9001:2008 & 14001:2004 certificates.




Registrar
SGT University,
Budhera, Gurugram

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

Whereas Recognizing the importance of research and development in the areas of "Formulation and Development of Pharmaceutical products" as well as recognizing the importance of imparting industrial training to students and supporting the intellectual bravery of the innovative minds and also to club their efforts by pooling their expertise and resources to form a nucleus for promoting collaborative research in the field of pharmaceuticals both parties desire to bridge a gap between academia and industry.

Now, therefore, both parties have agreed to enter of this MoU on the terms and conditions stated hereunder :

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. MODE OF OPERATION

Both parties will provide necessary support for effective implementation of the MoU and agree to promote the following activities-

- a) There will be collaboration between the various faculties of SGT University and the scientists of Akums in the areas of joint and integrated research interests
- b) This collaboration will extend the facilities of the two entities for complementing joint research projects and to train students /research scholars/teachers of SGT University by Scientists and research associates of Akums.
- c) The two parties will conduct joint programs including short term courses and training modules as per mutual interest
- d) 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 of the Competent Authorities of the two parties.

Arushi Jain


Registrar
SGT University,
Budhera, Gurgaon

- e) Research Scholars working with Akums shall 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 AKUMS who will be at the level of Scientist 'E-1' of CSIR cadre or equivalent with a Ph.D. degree or having the requisite experience as per the ordinance of SGT University / University Grant Commission. A list of eligible Scientists, along with Curriculum Vitae and list of publications (if any) will be provided by Akums to obtain a formal approval from the competent authorities of SGT University at the time of processing of specific applications from Akums. An approved faculty member of SGT University 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 Akums will be required to get formal approval from the academic council of SGT University.
- f) PG & Ph.D. students working at SGT University may be allowed to carry out part of their work at Akums
- g) Akums shall impart industrial training /internships to the top rankers for period to be mutually discussed for shop floor experience. Akums may provide short-term training to students and faculty members of the SGT University in their areas of specialization on the request from the University.
- h) Certificates may be given Akums for completion of training and internship. Certificates / Merit awards may be given by Akums to Top Rankers / meritorious students.
- i) Akums may suggest areas of required for updation in the curriculum or the syllabus required in the industry or any other matter.
- j) Akums shall provide career guidance on selecting the right field of interests through various interactive sessions and lectures.
- k) Scientists of Akums may be invited to deliver lectures in specific courses or seminars of SGT University.

Aruni Jain

- l) Mobility of Professors/Faculties of SGT University and Scientists of Akums will be encouraged between SGT University and Akums.
- m) Akums shall support SGT in providing small quantities of Active Pharmaceutical Ingredients (API) and allied material available for conducting research by SGT students or for Laboratory of SGT.

2. COSTS & EXPENDITURE

- a) Both Parties will independently cover the cost of research consumables / Chemicals and other expenditure incurred in connection with the research collaboration.
- b) Both the parties shall meet the financial liabilities at their own. Approval should be taken for any joint expenditure for implementation of the program, the cost of research consumables / Chemicals and other expenditure incurred in connection with the research collaboration, as and when required.

3. PUBLICITY AND USE OF NAMES AND TRADEMARKS

- a) Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party.
- b) Nothing in this Article is intended to restrict either Party from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

4. INTELLECTUAL PROPERTY RIGHTS

- a) Each party shall continue to own the Intellectual Property owned by the respective parties and nothing shall be deemed to assign or transfer such Intellectual Property to the other party

Arunshi Jain

- b) If the outcome of the Projects results into an Intellectual Property, for which rights can be secured, it will be decided on case to case basis as to who shall own such Intellectual Property Rights. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc., by the parties under the law, will be decided on case to case basis after mutual discussions.

5. CONFIDENTIALITY

- a) 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. In the process of imparting training, internship, factory visits, confidential information, Akums is likely to be exposed of its confidential information at a larger scale, therefore SGT shall not use any Confidential Information for any reason other than the purpose, including any Confidential Information disclosed prior to the Effective Date.
- b) 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 and business forecasts and results, 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;

Arunshi Jain

- (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.

6. TERM AND TERMINATION

- a) The initial tenure of this MOU is for a period for three years from the date of signing of MOU and for such extended period as may be required. This MOU may be amended by mutual consent in writing of both the parties.
- b) This MOU may be terminated by either party at any time provided that the terminating party gives to other party 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.

7. REVIEW MECHANISM

- a) A joint committee may be constituted to periodically review the progress of this MoU.
- b) Both the parties shall nominate a single point of contact at Professor / Scientist level to communicate and evaluate the joint activities.

8. DISPUTE RESOLUTION

- a) 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 an arbitrator to be appointed by mutual consent of both the parties as per provisions of Arbitration and Conciliation Act, 1996, subject to Delhi jurisdiction
- b) This MoU shall be subject to Indian jurisdiction and Courts at Delhi shall exclusively deal with any unresolved disputes between the parties.

Arunshi Jain

In witness whereof, the parties have hereinto signed this MOU on the day and year first written above.

Sanjay Sharma
12/4/23

Sanjay Sharma

Arushi Jain

Arushi Jain

Authorised Representatives
Akums Drugs & Pharmaceutical Limited
Akums House, Plot No. 131-133, Block-C
Mangolpuri Industrial Area Phase-1
Delhi-110083

[Signature]

Registrar
SGT University,
Budhera, Gurugram

Registrar

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

WITNESSES

1. *Atul K.R. Rasth*
12/4/2023

DR ATUL KR RASTH
R.C.

2. *R. Vijay Bhalla*
12/04/2023
Principal SGTUOP

1.

[Signature]
12/4/2023
Dr. Vinod Kumar

2.

[Signature]
12/4/23
Dr. Vikas Shamsan.