

Dated: 22nd July, 2021

To
The registrar,
SGT University,
Gurugram.

Sub.: Request for the signing of CDAs with CROs for analytical services

Dear sir,

It is to request you to please sign the CDAs with 2 Contract Research Organizations (CROs) for the analytical services required for the chemical analysis of ongoing synthetic chemistry projects in the Central Synthetic Research Laboratory in D-Block. These collaborations are necessitated due to the lack of requisite analytical facility in the SGT University campus. The 2 CROs shortlisted for the said work are Sapala Organics Pvt. Ltd., Hyderabad, and VISPL, Hyderabad. We have selected them based on our requirements, reasonable costs, and their reputation for delivering quality results with quick turnaround time (TAT).

These agreements are needed to protect the confidential information shared during our interaction for the said services and general terms and conditions for doing business. However, these agreements have no commercial bearings for the university, which will be dealt with later after the CDAs are in place.

Thank you.

Yours truly,

Handwritten signature of Prof. (Dr.) Raj Shirumalla in blue ink, with the date 22/7/21 written below it.

Prof. (Dr.) Raj Shirumalla
Professor and Director Research,
SGT University



Shirumalla Raj Kumar <shirumalla_pharmacy@sgtuniversity.org>

Draft CDA of SGT University

Shirumalla Raj Kumar <shirumalla_pharmacy@sgtuniversity.org>
To: Shikha Khandelwal <shikha_legal@sgtuniversity.org>

Tue, Jul 20, 2021 at 10:05 AM

Dear Ms. Shikha,

Thank you for the mail. We have got the stamp paper.

Can you please get it printed and signed today?

Thank you.

Best regards,

Prof. (Dr.) Raj K Shirumalla
Director Research,
SGT College of Pharmacy
SGT University, Gurgaon
Prof Raj Shirumalla | Gmail
(M) +91-9810798246/ 8595960330
www.sgtuniversity.org
1800-102-5661

Kindly done
20/7/21

On Tue, Jul 20, 2021 at 9:50 AM Shikha Khandelwal <shikha_legal@sgtuniversity.org> wrote:
Dear Sir,

If they are not accepting the changes, it's fine as they have conceded in the mail that Dispute Resolution as used by them includes arbitration, MSMe samadhan and civil suits.
So, the agreement is good to go and can be executed.

Regards,
Shikha Khandelwal
Manager-Legal

On Mon, Jul 19, 2021 at 10:33 AM Shirumalla Raj Kumar <shirumalla_pharmacy@sgtuniversity.org> wrote:
Dear Ms. Shikha,
Greetings!
We got the following reply from Sapala Organics Pvt. Ltd. (highlighted in yellow). Please advice.

Thank you

Best Regards,

Prof. (Dr.) Raj K Shirumalla
Director Research,
SGT College of Pharmacy
SGT University, Gurgaon
Prof Raj Shirumalla | Gmail
(M) +91-9810798246/ 8595960330
www.sgtuniversity.org
1800-102-5661

----- Forwarded message -----
From: **Sneh Lata** <snehlata_fosc@sgtuniversity.org>
Date: Mon, Jul 19, 2021 at 10:27 AM
Subject: Fwd: Draft CDA of SGT University
To: Shirumalla Raj Kumar <shirumalla_pharmacy@sgtuniversity.org>

Dear Dr Raj,

I am sharing the comments of dissatisfaction of Sapala over the changes made in the CDA .
Please check and suggest.

Thanks and Regards
Dr Sneh Lata

----- Forwarded message -----
From: **Anilkumar** <anilkumar@sapalaorganics.com>
Date: Sat, Jul 17, 2021 at 2:53 PM
Subject: RE: Draft CDA of SGT University
To: snehlata_fosc@sgtuniversity.org <snehlata_fosc@sgtuniversity.org>
Cc: TSR Lakshmi <tsrlakshmi@sapalaorganics.com>, Customercare <customercare@sapalaorganics.com>

Dear Madam,

Please find the below comments from our legal team.

I have checked the word documents sent by you as amended by SGT University.

My comments are as follows :

1. SGT Univeristy has amended the section dealing with Governing Law, Jurisdiction and Dispute Resolution. The changes suggested by SGT University seek to restrict the options for dispute resolution to arbitration alone.
Sapala cannot accept the changes made by SGT University. There is no justification for the changes made by SGT University.
2. The original draft provided by Sapala is very clear, comprehensive and covers more options for Dispute Resolution including fora like MSME Samadhaan, Arbitration or Civil Suits.

I hope the above clarification will be acceptable to SGT University.

Please let me know if you have any further questions.

Thanks & Regards

Anil Kumar O.S

Manager – BD

Sapala Organics Private Limited

Plot # 146B &147, Phase-II, IDA Mallapur,

Hyderabad-500076, Telangana, India.

Phone:+ 91-40-27170174, 75, 76 Extn:125 /138 /137

Website: www.sapalaorganics.com

New Instruments Added - PerkinElmer ICP-MS, Shimadzu LCMS-MS, Shimadzu GCMS, Thermo CAD HPLC, Biotage Flash Chromatography, Teledyne Combi Flash,

We Can Outsource the Services - XRD, PSD & AAS

From: Sneh Lata [mailto:snehlata_fosc@sgtuniversity.org]

Sent: 14 July 2021 13:11

To: Anilkumar <anilkumar@sapalaorganics.com>

Subject: Fwd: Draft CDA of SGT University

Dear Anil Ji,

As per our legal advisory committee, few minor changes have been recommended that I am sharing with you in the appended mail for your confirmation to finally send the signed agreement to you.

Thanks and Regards

Dr Sneh Lata

----- Forwarded message -----

From: Shirumalla Raj Kumar <shirumalla_pharmacy@sgtuniversity.org>

Date: Tue, Jul 13, 2021 at 8:41 PM

Subject: Fwd: Draft CDA of SGT University

To: Sneh Lata <snehlata_fosc@sgtuniversity.org>

Dear Dr. Sneh,

Please find attached the final CDA and TA Documents for signing. Please check with Sapala if this is fine with them.

Thank you.

Best regards,

Prof. (Dr.) Raj K Shirumalla

**Director Research,
SGT College of Pharmacy**

SGT University, Gurgaon

www.sgtuniversity.org

1800-102-5661

----- Forwarded message -----

From: **Shikha Khandelwal** <shikha_legal@sgtuniversity.org>
Date: Tue, Jul 13, 2021 at 4:50 PM
Subject: Re: Draft CDA of SGT University
To: Shirumalla Raj Kumar <shirumalla_pharmacy@sgtuniversity.org>

Dear Sir,

As discussed, PFA the agreements in track change mode.

Regards,

Shikha Khandelwal
Manager-Legal



CONFIDENTIALITY AGREEMENT

This mutual confidentiality agreement ("AGREEMENT") is entered into by and between **Vagdevi InnoScience Private Limited** (ISO 9001-2015 certified Company) hereinafter referred to as "**VISPL**", having its registered office at S-A/8, IDA, Nacharam – 500 076, Hyderabad, Telangana State, India and, **SGT University** situated at Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana, India hereinafter referred to as "**CLIENT**", and is effective as of 18th June 2021, ("Effective date")

VISPL and CLIENT may each be referred to as a "Party" or together the "Parties".

WHEREAS, the parties have expressed an interest in engaging in potential business relationship and WHEREAS, each party may share certain confidential information with the other party and the other party may receive such information in view of exploring any potential business relationship.

WHEREAS, the Parties mutually desire and intend to maintain the proprietary, confidential and trade secret status of such information.

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties hereby agree to be legally bound on the following terms and conditions for disclosure, control and protection of such information:

1. DEFINITIONS:

- A. Confidential Information: For purposes of this Agreement, the term "Confidential Information" shall mean the following: Any information, matter, intellectual property or thing of a secret, confidential or private nature connected with the business of individual Party, as the case may be, or any of their suppliers or customers, including but not limited to, with respect to individual party's patented and unpatented inventions, trade secrets, drawings, know-how, techniques, product plans, designs, software, hardware, data, financial information source and object code, formulae and concepts note reduced to material form, but excludes such information, as was in the public domain prior to such disclosure.
- B. Affiliate: "Affiliate" shall mean any corporation or other entity that controls, is controlled by, or is under common control with, a party hereto. A corporation or entity shall be regarded as in control of another corporation or entity if it owns, or directly or indirectly controls, more than 50% of the voting securities or other ownership interest of the other corporation or entity.
- C. Disclosing Party: "Disclosing Party" means a party that discloses confidential information under this Agreement.
- D. Receiving Party: "Receiving Party" means a party that receives Confidential Information under this Agreement.

2. RESTRICTIONS UPON THE DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION:

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A confidential relationship with respect to such Confidential Information will be established as of the Effective Date between VISPL and CLIENT.

- A. "Parties" agree that any confidential information disclosed by any "Party" in accordance with the agreement and related to the Purpose shall be maintained in secrecy and Receiving party shall take reasonable precaution and care for the protection of the confidential information to prevent disclosure including to the necessary personnel and affiliates who shall be bound by this agreement from the effective date. The disclosure or release of the confidential information to any third party whenever and wherever required should be done with the written authorization and consent of the Disclosing party. The Receiving party shall limit internal dissemination of the Confidential Information shared by the Disclosing party pertaining to certain compounds and related know-how and data shared to those officers, employees, and its Affiliates, who have been made aware that the Disclosing party's Confidential Information is confidential, and who are bound by written obligations of confidentiality to treat it as such, and to whom disclosure is necessary for the Purpose; and
 - B. All the written communication from the commencement till the end of Purpose should be construed as the Intellectual Property of the disclosing party and receiving party should not use such confidential information for its own benefit or for the benefit of others.
 - C. Both the parties agree and acknowledge that all confidential Information of Disclosing Party hereunder shall remain the sole property of the Disclosing party to whom it relates.
 - D. Each party agrees to protect the other party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information. In addition, each party shall not in any way (a) disclose or otherwise distribute the other party's Confidential Information to any third party at any time; (b) modify or merge the other party's Confidential Information with any other technology, software or materials; (c) reverse engineer or attempt to determine the source, chemical properties, composition or structure of the other party's Confidential Information; and/or (d) disclose the parties' discussions about their respective Confidential Information and/or their potential business relationship to any third party. Each party agrees that it will disclose the Confidential Information of the other party only to its employees who have a specific need to know regarding the Authorized Purpose and only to the extent necessary for such purpose.
 - E. Receiving Party shall not make any news release, public announcements, give interviews or publish advertisements or publicize in any manner whatsoever in connection with this Agreement, the content/provisions thereof, other information relating to this Agreement, the Confidential Information or other matter of this Agreement without the prior written approval of the Disclosing Party.
3. EXCEPTIONS: All information given or transmitted under the terms of this Agreement will be considered to be Disclosing party's confidential Information and, subject to the obligations hereunder, will remain such, unless as to the item of Confidential Information, such Confidential information:
- A. was lawfully in the possession of the Receiving party prior to the date of disclosure;

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- B. becomes public or available to the public through no fault or omission of all the receiving party amounting to breach of this Agreement;
- C. has been lawfully obtained by the receiving party from the third party which is in lawful possession of such confidential information; or
- D. is required to be disclosed by law, in which case the Receiving party will give the Disclosing party such as much advance notice of the proposed disclosure as is practical (including copy of any written request or order), and will cooperate with the Disclosing party in any effort to limit or restrict such disclosure, via a protective order or otherwise; or
- E. was in the possession of the Receiving party, at the time of disclosure by the Disclosing party hereunder or was subsequently and independently developed by such employees of the Receiving party who had no knowledge of the confidential information disclosed, as evidenced by the Receiving party's written records.
4. **LEGENDS:** In order to obtain confidentiality protections of this Agreement, each party must identify such confidential information disclosed to the other party with the legend "CONFIDENTIAL" This designation shall be plainly marked on the written (in black ink) or geographic representations of such confidential information disclosed to the Receiving party under this Agreement. In addition, oral communications shall be protected under the terms of this Agreement only if confirmed in writing as confidential within thirty (30) days of communication to the Receiving party.
5. **TERM:** The term of this Agreement is for five (5) years from the Effective Date; however, it may extendable as per mutual agreement at appropriate time, but not later than thirty (30) business days after expiry of six months term. The obligations of confidentiality and non-use shall survive any termination or expiration of this Agreement for the period of five (5) years (the "Confidentiality period"). Total confidentiality period is ten (10) years.
6. **RETURN OF CONFIDENTIAL INFORMATION:** Upon expiration of the confidentiality period, or upon the Disclosing party's earlier written request, all written or tangible confidential information of the Disclosing party acquired by the Receiving party, including any and all copies thereof made by the Receiving party shall, at the Disclosing party's option, be returned to the Disclosing party or destroyed (an evidence of such document by mail shall be shared with the Disclosing party) except that Receiving party shall be permitted to retain one (1) copy of such confidential information in its legal files solely for the purposes of verifying compliance with the terms hereof. Further upon request of the Disclosing party, the Receiving party will provide statement, signed by a duly authorized representative of the Receiving party, stating that Receiving party has complied with the terms of this Agreement.
7. **INTELLECTUAL PROPERTY:** All the tangible written documents provided and disclosed by the Disclosing party should be construed as the Intellectual property of the disclosing company and the usage of the same for producing any material benefit including any intellectual property generation would lead to the breach of the terms of this Agreement. Each Party retains all rights, title and interest to its Confidential Information. No transfer of intellectual property right either by way of assignment or license is either granted or implied by the disclosure of Confidential Information to the Receiving Party. The fact that Confidential Information is

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disclosed to the Receiving Party shall not be deemed to constitute any representation, warranty or inducement by the Disclosing Party of any kind (including of its accuracy or correctness) with respect to the Confidential Information, including without limitation, which such use will not infringe on intellectual property rights of any third party.

8. **RELATIONSHIP:** The parties to the agreement do not intend to create the relationship of partnership or agency or any other relationship between the parties other than as independent contracting parties under the terms of this Confidentiality Agreement.
9. **NO FURTHER OBLIGATIONS:** Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation upon either party to negotiate or enter into any further agreement or arrangement relating to any of the confidential information or as a grant of license by either party for the other use of confidential information other than for the Purpose.
10. **INJUNCTIVE RELIEF:** The parties recognize and agree that remedies at law for breach of this Agreement by the Receiving party may be inadequate and that the injured party shall, in addition to any other rights to which it might have, be entitled to seek injunctive relief.
11. **INDEMNITY:** Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other party harmless from all damages, costs (including but not limited to attorney's fees) or other losses arising out of or relating to the breach of this Confidentiality agreement by the Indemnifying Party.
12. **SEVERABILITY:** If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed modified to the extent necessary to allow enforcement, and all other portions of this Agreement shall remain in full force and effect.
13. **AMENDMENTS / PROVISIONS:** This Agreement contains the entire and complete agreement terms between the parties with respect to the subject matter thereof, and supersedes all prior oral and/or written agreements with respect to the subject matter thereof. Any amendment/s to this agreement must be in writing and duly signed by both parties. No term or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.
14. **SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of successors, assigns and legal representatives of the parties.
15. **GOVERNING LAW AND JURISDICTION:** This agreement shall be governed by and construed in accordance with Indian law. All difference(s)/dispute(s) shall finally be resolved in accordance with the provisions of Arbitration and Conciliation Act, 1996, and the place of Arbitration shall be Hyderabad, India and the language of the Arbitration shall be English. Award of arbitrator/s shall be final and binding on the parties. 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 Courts of Hyderabad.



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16. EXECUTION IN COUNTERPARTS OR BY FACSIMILE: This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by facsimile or similar suitable electronic media including scanning and sending via mails. The parties agree that facsimile or scanned copies of signatures have the same effect as original signatures.

For SGT University (CLIENT)

By: _____

Name: DR. JOGINDER KADOL

Title: REGISTRAR



For Vagdevi InnoScience Pvt Ltd (VISPL)

By: _____

Name: V S Vijay

Title: Co Founder

