

## MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 23<sup>rd</sup> day December 2024.

### BETWEEN

Shodh Clinical Solutions LLP (SCS) is a research-based organization having its registered office located at, Flat 166-B, First Floor, Pocket AG-1, Vikas Puri, New Delhi-110018, India, (hereinafter referred to as "SCS" which expression shall mean and include its legal heirs, administrators and permitted assigns),

### AND

SGT University, a University established under the [Haryana Private Universities (Amendment) Act (Act No. 8 of 2013) ], and having its address at Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana. (hereinafter referred to as the "University", which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its administrators, legal representatives, successors in interest and permitted assigns)

(Referred to herein as "Parties" or individually as "Party")

**WHEREAS**, hereinafter collectively referred to as "Parties" or individually as "Party"

**AND WHEREAS** Both Parties seek to collaborate to further develop the academic and practical knowledge in the field of clinical research, medical sciences, and pharmacy education, while addressing the evolving needs of students, professionals, and the healthcare industry.

**AND WHEREAS SCS** brings a wealth of experience in clinical research, regulatory affairs, and training in clinical trials, making it an ideal partner for **SGT University** in fostering an industry-academia partnership that can support students and faculty in both theoretical and practical aspects of clinical research.

**AND WHEREAS SGT University** aims to provide students and faculty with direct exposure to the clinical research industry, thereby improving educational standards and expanding research opportunities through hands-on training and research collaboration with **SCS**.

### OBJECTIVE OF THE MOU

The objective of this MOU is to outline the terms of collaboration between **Shodh Clinical Solutions LLP (SCS)** and **SGT University** in the following key areas:

1. Collaborative Clinical Research Projects
2. Joint Workshops, Conferences, and Training Programs
3. Hands-On Training Opportunities
4. Knowledge-Sharing Initiatives
5. Student Internship and Placement Opportunities

**Registrar**  
**SGT University**  
Budhera, Gurugram

*M. B. Singh*  
For SHODH CLINICAL SOLUTIONS LLP  
Designated Partner  
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## 6. Guest Lectures and Industry Exposure

### SCOPE OF COLLABORATION

The collaboration may include, but is not limited to, the following activities:

SOW	SCS	SGT
Customized Training/ Workshops for Students	√	
Training programs for Faculty/ IEC	√	
Adjunct faculty for Clinical Research Modules	√	
Internships / Mentorship for Students	√	
Job referrals/Support for Placements	√	
Assist/Coordinate for SCS Training programs		√
Support in planning and executing training initiatives		√
Assist in Medical Affairs assignments		√
Assist in CLOPS/PM/ CDM assignments		√
Clinical Site (SGT) and Implementation of assigned projects	√	√
Collaborative grant proposals for research projects/Others	√	√

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein the parties agree as follows:

### 1. ROLES OF PARTIES

#### SGT University:

- Will coordinate academic, research, and training activities related to this MOU.
- Will facilitate the participation of students and faculty in internships, research projects, and training sessions organized by SCS.
- Will provide the necessary infrastructure to host joint workshops, seminars, and conferences.

#### Shodh Clinical Solutions LLP:

- Will provide expertise in clinical research, regulatory affairs, and GCP guidelines.
- Will support SGT University by offering guest lectures, hands-on training, and research resources.
- Will provide research data and clinical trial methodologies for collaborative research projects.

### 2. COMMERCIAL TERMS:

Any financial terms for joint projects, training programs, workshops, and internships will be outlined in separate agreements or addendums to this MOU, specifying cost-sharing, revenue-sharing, and payment structures.

### 3. TERM OF THE AGREEMENT

- This Memorandum will commence on 23/12/2024
- The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Projects/ Assignments (the "Agreement") whenever required.

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- c. This Memorandum will remain in effect for five years, or unless and until otherwise terminated by the Parties.
- d. Either Party may terminate this Memorandum by providing one month notice in writing to the other Party.

#### 4. TERMINATION

In the event that this Memorandum is terminated:

- a. Neither Party will, under this Memorandum, incur any financial liability to the other Party; and notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.
- b. In the event of termination, any ongoing projects or commitments will be completed or ceased based on mutual agreement

#### 5. CHANGES TO MEMORANDUM

This Memorandum may be amended at any time by agreement between the Parties. Any changes to this Memorandum must be made in writing and signed by the Parties.

#### 6. GENERAL OBLIGATIONS

- a. Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- b. The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- c. Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

#### 7. CONFIDENTIALITY

- a. The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Confidential Information").
- b. The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party"), and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.
- c. For the purpose of this Memorandum, Confidential Information may include but is not limited to:
  - i. information of whatever nature relating to the Project or to another Party (Whether relating to the Project or otherwise);
  - ii. **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**

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*[Signature]*

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- connection with this MOU and any information derived from any other information which falls within this definition of Confidential Information; and**
- iii. any copy of any Confidential Information.  
But does not include information which:
    - i. was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
    - ii. is, or becomes, publicly available, through no fault of the Receiving Party;
    - iii. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
    - iv. is provided to the Receiving Party by the Disclosing Party and is marked "Non Confidential"; or
    - v. is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.
  - d. In relation to any Confidential Information:
    - i. The Receiving Party shall keep the Confidential Information confidential and secret.
    - ii. the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum
    - iii. The Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.
  - e. If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.
  - f. Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

## 8. INTELLECTUAL PROPERTY

- a. For any intellectual property arising from joint activities, including publications, patents, or inventions,. the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto);
- b. Each party shall retain a right, title, and interest in its works, creations, and inventions, including all intellectual property rights therein of its pre-existing intellectual property





nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its Intellectual Property Rights

## 9. FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties a notice of termination in writing.

## 10. INDEMNITY

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all claims, damages, costs, damages, actions, expenses, attorney's fees or other losses arising out of or relating to:

- a. Breach of this MOU by the Indemnifying Party including any third party claims for infringement of intellectual property rights;
- b. Breach of any representation or warranty by the Indemnifying Party.


## 11. LIMITATION OF LIABILITY

Neither Party will be liable for, nor will the measure of damages include, any punitive or consequential or indirect losses or damages, including lost profits or third party claims arising out of or relating to its performance or failure to perform under this MOU. Liability for all punitive or consequential or indirect losses or damages is hereby expressly excluded.

## 12. SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

  
**Registrar**  
SGT University  
Budhera, Gurugram

  
For SHODH CLINICAL SOLUTIONS LLP  
Designated Partner



### 13. ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

### 14. NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

### 15. AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both the Parties.

### 16. DISPUTE RESOLUTION

Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

- a. Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.
- b. The arbitration proceedings shall be held in Delhi in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- c. The Parties agree that the arbitration award shall be final and may be enforced as a decree.
- d. The Parties further agree that subject to the above only the competent courts at Delhi shall have jurisdiction in all matters arising hereunder.
- e. The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.
- f. If either Party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

### 17. ANNOUNCEMENTS

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this MOU, the contents / provisions thereof, other information relating to this MOU, the Confidential Information or other matter of this MOU, without the prior written approval of the other Parties.

### 18. NOTICES

Except as otherwise specified in this MOU, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications

  
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required or permitted under this MOU shall be in writing and shall be deemed given when sent to the address specified in the title clause of this MOU.

Either Party may change its address for notification purposes by giving the other Party 10 (ten) days notice of the new address and the date upon which it will become effective.

### 19. GOVERNING LAW AND JURISDICTION

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India and shall be subject to the court of competent jurisdiction in Delhi.

#### SIGNED BY THE PARTIES

For and on behalf of Shodh Clinical Solutions LLP	For and on behalf of SGT University
 Dr. Monika Bahl Managing Director (SEAL) <i>Designated Partner</i>	 <b>Registrar</b> SGT University Budhera, Gurugram Dr Joginder Yadav. REGISTRAR (SEAL)
In witness of:  Name: Charu Paliwal Designation: Director- Projects	In witness of:  Name: Dr Senal Setya Designation: HOD, Pharmacy Prachin, SGT COP