



उत्तर प्रदेश UTTAR PRADESH

FF 357842

Ajay Narayan Gupta Advocate
Notary Distt. MATHURA

MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura

17km Stone, NH-2, Mathura-Delhi Road, Post-Chaumuhan, Mathura-281 406 (U.P.), India.

AND

SHIKUM PHARMACEUTICAL PVT. LTD., Sultanpur

1381/3 Vivekanand Nagar Sultanpur-228001 (U.P.), India

Herein GLA University, Mathura be called First Party and Shikum Pharmaceutical Pvt. Ltd., Sultanpur will be called Second Party enter into this Memorandum of Agreement to establish a program of exchange and collaboration in areas of interest and benefit to both parties.

1. TERMS

The terms between Shikum Pharmaceutical Pvt. Ltd., Sultanpur and GLA University, Mathura are as follows:

- 1.1 The Company (Shikum Pharmaceutical Pvt. Ltd., Sultanpur) agrees to provide the summer industrial training to the Bachelor of Pharmacy students of Institute of Pharmaceutical Research, GLA University, Mathura with this collaboration, without interruption.
- 1.2 The University agrees to provide laboratory facilities (only instrumentation not consumable items) of Institute of Pharmaceutical Research, GLA University, Mathura by Shikum Pharmaceutical Pvt. Ltd., Sultanpur representatives and stakeholders. The

Shikum Pharmaceutical Pvt. Ltd.

Director

1

Ashok Kumar Singh
Registrar
GLA University,
17 km Stone NH-2, Mathura-Delhi Road
P.O. Chaumuhan, Mathura-281406 (UP), India

Laboratory remains open on all the weekdays except for sundays throughout the year. Wherein Government holidays are excluded but summer vacations are included.

- 1.3 The Company agrees to provide the educational tours (Online/Offline) to the Diploma, Bachelor and Master of Pharmacy students of Institute of Pharmaceutical Research, GLA University, Mathura with this collaboration.
- 1.4 The Company agrees to provide the guest lecturers to the Bachelor, Master of Pharmacy students and Faculty members of Institute of Pharmaceutical Research, GLA University, Mathura with this collaboration, but not more than one in a year.
- 1.5 The Company will be under no obligation to recruit any student of the University as an outcome of this collaboration. However, the Company is free to participate in the Campus placement at their sole discretion.

2. INTELLECTUAL PROPERTY

2.1 All commercial rights and designs of concepts, products and ideas co-created by the Company and the University will remain with the Company. However, the University will be equal partner in patent filings, if any.

2.2 Both the Parties acknowledge, understand and agree that the Company will own and retain all right(s), title and interest(s) in and to:
All its content, trademarks, trade secrets, copyright and other intellectual property; and;
(ii) everything developed or utilized by it pursuant to the Definitive Agreement.

3. CONFIDENTIALITY

3.1 The Parties hereby acknowledge, understand and agree that the terms and conditions of this MoU and the proposed Definitive Agreement, shall be considered confidential information and shall not be disclosed by them to any third party.

4. TERMINATION AND EFFECT OF TERMINATION

4.1 Upon approval by each partner, this agreement shall remain in effect for a period of five (5) years unless terminated by either partner. Such termination by one partner shall be affected by giving the other partner at least sixty (60) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate at the end of such sixty (60) days.

4.2 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

5. REVISION, MODIFICATION AND AMENDMENT

5.1 Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

6. SETTLEMENT OF DISPUTES

Shikum Pharmaceutical Pvt. Ltd.

Director

2

Ashok Kumar Singh
Registrar
GLA University
17 Km Stone NH-2, Mathura-Delhi Road
P.O. Chaumuhan, Mathura-281406 (UP), India

- 6.1 The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.
- 6.2 The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Mathura Court in India in connection with any dispute between the Parties under the MoU.
- 6.3 In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

7. EFFECTIVE DATE AND DURATION

7.1 The MoU shall commence from the Effective Date and shall continue for a period of 5 years from the Effective Date. Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon.

8. FORCE MAJEURE

8.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

8.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

WITNESS WHEREOF, this MoU has been executed between the Parties in the dates stipulated below:

For Shikum Pharmaceutical Pvt Ltd.
1381/3 Vivekanand Nagar
Sultanpur-228001 (U.P.), India

For GLA University
17km Stone, Mathura-Delhi Road
Post-Chaumuhan, Mathura-281 406
(U.P.), India

Shikum Pharmaceutical Pvt. Ltd.

Alok Kumar Singh
Managing Director Director

Date: 06-05-21

Witness: Asthiwani Kumar Singh

[Signature]
H.R.

Ashok Kumar Singh
Registrar
17 Km Stone NH-2, Mathura-Delhi Road
Registrar Chaumuhan, Mathura-281406 (UP), India

Date: 06-05-21

Witness: Neetu Agrawal
[Signature]
Assistant Professor

I, the undersigned, being a duly qualified Notary Public for the State of Uttar Pradesh, India, do hereby certify that the contents of the above document have been read over & explained to the parties, who are identified by their names and signatures, and that they have signed the same in the presence of me, the undersigned, and that they are aware of the contents and legal consequences of the same. I have also explained to them the nature and effect of the document and they have acknowledged the same. I have also explained to them the nature and effect of the document and they have acknowledged the same. I have also explained to them the nature and effect of the document and they have acknowledged the same.

Notary Public for the State of Uttar Pradesh, India
 Mathura District
 223001