



उत्तर प्रदेश UTTAR PRADESH

FX 730590

MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA UNIVERSITY

17km Stone, Mathura-Delhi Road, Post- Chaumuhan, Mathura-281406 (UP), India

AND

SIGNA PHARMA PRIVATE LIMITED

123/452, Factory Area, Fazalganj, Post-Fazalganj, Shastri Nagar, Kanpur-208012 (UP), India

Herein GLA University, Mathura be called First Party and Signa Pharma Private Limited, Kanpur 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.

Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MoU") is being entered into on this 14 September, 2022 ("Effective Date") by and between:

1. The **GLA University**, established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010), having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406 (hereinafter referred to as "**GLAU**");

AND

2. **Signa Pharma Private Limited**, an unlisted private company, having corporate identification number - U24231UP1984PTC006453 and its registered office at 123/452 Factory Area Fazalganj, Kanpur, Uttar Pradesh – 208012 (hereinafter referred to as "**Signa**").

GLAU and Signa are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. GLAU has been ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council ("**NAAC**") with '**A**' Grade and recognized by University Grants Commission (UGC) under section 12B of UGC Act of 1956.
- B. Signa is located in Factory area, Fazalganj, Kanpur which is a prominent landmark in the area. Customer centricity is at the core of Signa, and it is this belief that has led the business to build long-term relationships. Ensuring a positive customer experience, making available goods and/or services that are of top-notch quality is given prime importance by Signa. This business has a wide range of product offerings, and the product/catalogue list includes hard gelatin capsule and Syrup.
- C. The Parties are hereby entering into this MoU to establish a program of exchange and collaboration in areas of interest and benefit to both parties.

1. TERMS

The terms between GLAU and Signa are as follows:

- 1.1 Signa agrees to provide unpaid summer industrial training to the Bachelor of Pharmacy students of Institute of Pharmaceutical Research, GLAU subject to the conditions mentioned in this MoU.
- 1.2 The number of students of Institute of Pharmaceutical Research, GLAU undergoing training shall not exceed 25.
- 1.3 Signa may, at its sole discretion, pay stipend to such students undergoing training.
- 1.4 The 25 students, mentioned in clause 1.2 above, shall be selected either by:


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- (i) GLAU, based on their academic performance where GLAU shall submit the list of students finalised by GLAU to Signa at least 1 months prior to the closing of each academic session of Institute of Pharmaceutical Research, GLAU; or
- (ii) Signa, where GLAU shall forward the list of students interested in undertaking training in Signa with the details, as may be required by Signa. Signa may conduct test/ interview to finalise the students who shall undergo training and when finalised, shall submit the list to GLAU, which shall be at least 1 month prior to the closing of each academic session of Institute of Pharmaceutical Research, GLAU.

1.5 GLAU shall provide laboratory facilities of Institute of Pharmaceutical Research, GLA University, Mathura to the representatives and stakeholders of Signa. The laboratory shall remain open on all the weekdays except for Sundays throughout the year, wherein government holidays are excluded but summer vacations are included.

1.6 Signa agrees to provide educational tours to the diploma, bachelor and master of Pharmacy Students of Institute of Pharmaceutical Research, GLAU, subject to prior written approval of Signa.

1.7 Signa, through its representatives, shall provide guest lecturers to the diploma, bachelor and master of pharmacy students of Institute of Pharmaceutical Research, GLAU with this collaboration, subject to a maximum of two in one academic session. The costs of travel, food and stay for the representatives of Signa who shall deliver the guest lecture shall be undertaken by GLAU.

1.8 Signa may recruit students of GLAU as an outcome of this MoU and is free to participate in the campus placement of GLAU at their sole discretion.

2. INTELLECTUAL PROPERTY

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


2.2 Both the Parties acknowledge, understand and agree that Signa shall own and retain all right(s), title and interest(s) in and to:

(i) all its content, trademarks, trade secrets, copyright and other intellectual property; and;

(ii) everything developed or utilized by it pursuant to this MoU.

3. CONFIDENTIALITY

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


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P.O.-Chaumuhan, Mathura (U.P.) INDIA

4. TERM, TERMINATION AND EFFECT OF TERMINATION

- 4.1 This MoU shall remain in effect for a period of 3 years unless terminated by either Party.
- 4.2 The term of this MoU may be extended by executing a written agreement between the Parties.
- 4.3 This MoU can be terminated by either Party by providing at least 60 days advance written notice of its intention to terminate to the other Party. If such notice is given, this MoU shall terminate at the end of such 60 days.
- 4.4 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.
- 5.2 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

- 6.1 This 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 This MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Kanpur court in India in connection with any dispute between the Parties under this MoU.
- 6.3 In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

7. FORCE MAJEURE

- 7.1 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,


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GLA University

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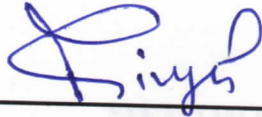
strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

7.2 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.

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

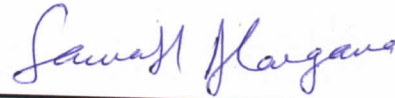
For GLA University
17km Stone, Mathura-Delhi Road
Chaumuhan, Mathura-281406,
Uttar Pradesh, India.



Mr Ashok Kumar Singh
Registrar
GLA University, Mathura
P.O., Chaumuhan, Mathura

Date: 16-09-2022

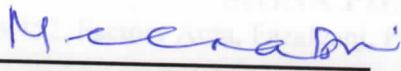
For Signa Pharma Pvt Ltd
123/452, Factory Area, Fazalganj,
Post-Fazalganj, Shastri Nagar, Kanpur-208012
Uttar Pradesh, India.



Dr Saurabh Bhargava
Managing Director
Signa Pharma Pvt Ltd, Kanpur

Date: 07/10/2022

Witness 1:



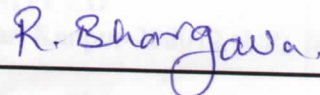
Prof. Meenakshi Bajpai
Head of Department
Institute of Pharmaceutical Research

Witness 2:



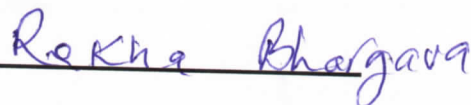
Dr Yogesh Murti
Assistant Professor
Institute of Pharmaceutical Research

Witness 1:



Mrs. Rinku Bhargava
Director
Signa Pharma Pvt Ltd, Kanpur

Witness 2:



Mrs Rekha Bhargava
Director
Signa Pharma Pvt Ltd, Kanpur