

MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura

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

AND

Jagat Pharma, Bareilly

23-B, Stadium Rd, Ekta Nagar, Bareilly-243122 (U.P.), India

This Memorandum of Understanding (MoU) is being signed on the 16th Day of March the year 2022 between **GLA University, Mathura** and **Jagat Pharma, Bareilly**.

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

And

The Jagat Pharma having its office at the 23-B, Stadium Rd, Ekta Nagar, Bareilly-243122 (U.P.), India

Whereas GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programmes. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

Whereas Jagat Pharma, Bareilly is one a leading Ayurvedic Company offering holistic body wellness solutions with world-renowned products including the Isotine Eye Drops, which have been serving to treat initial stage eye diseases like Cataract, Myopia, Diabetic Retinopathy, Color Blindness, Glaucoma, etc. without any operation. Other 100% Ayurvedic offerings cater to Women Hygiene, Pain Relief, Cough Relief, Immunity, and more.

Both the Parties agree to work in the area of interest and benefit to both parties and undertake those specific areas under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said areas. GLA University and/or Jagat Pharma assigned shall consider the same as part of this MoU.



Ashok Kumar Singh
Registrar
GLA University

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

The two institutions will endeavor to cooperate as follows:

1. OBJECTIVES

The purpose of this MoU is to develop academic and industry cooperation and to promote mutual understanding between the two organizations. By signing of this MoU, both the organizations acknowledge a commitment towards developing academic/industry relationship. In particular, this MoU is intended to conduct summer industrial training, assist the students in establishing start-ups and enhance entrepreneurial mindset among the students through guest lectures.

This MoU aims to build a long-term relationship and to develop healthy and stable arrangements between both the Parties. The scope of collaboration on academic and research activities in this Memorandum of Understanding includes:

- Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.
- The interaction between both parties will give an insight into the latest developments/requirements of the industries.
- Second Party will train the students of First Party in terms of summer industrial training on the emerging technologies in order to bridge the gap in skill and make them ready to industry.

2. ROLES & RESPONSIBILITIES OF EACH PARTY

2.1. The University agrees to provide laboratory facilities (only instrumentation not consumable items) of Institute of Pharmaceutical Research, GLA University, Mathura by Jagat Pharma representatives and stakeholders. The Laboratory remains open on all the weekdays except for Sundays throughout the year. Wherein Government holidays are excluded but summer vacations are included.

2.2. The Company (Jagat Pharma) 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 as per the convenience and requirement.

2.3. The Company agrees to provide the educational tours to the Diploma, Bachelor and Master of Pharmacy students of Institute of Pharmaceutical Research, GLA University, Mathura with this collaboration.

2.4. The Company agrees to provide the guest lecturers to the Bachelor and Master of Pharmacy students of Institute of Pharmaceutical Research, GLA University, Mathura with this collaboration, but not more than in a year.

2.5. 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.




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3. FINANCIAL ARRANGEMENT

There shall be no exchange on any monetary benefits, directly or indirectly, on behalf of exchange of services or facilities between the company and the University as stated above.

4. REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

5.1. 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, without drawing any monetary benefits, directly or indirectly, out of the patents/ideas so co-created by them.


5.2. Both the Parties acknowledge, understand and agree that the Company will own and retain all right(s), title and interest(s) in and to:

- (i) All its content, trademarks, trade secrets, copyright and other intellectual property; and;
- (ii) everything developed or utilized by it pursuant to the Definitive Agreement.

6. CONFIDENTIALITY

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
 1. Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party,
 2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
 3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above-mentioned purpose.




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- e. The Receiving Party, will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 - (i) Was known to Receiving Party prior to disclosure by Disclosing Party,
 - (ii) Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - (iii) Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
 - (iv) Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - (v) Is required by law or decree.
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

7. SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

8. REVISION, MODIFICATION AND AMENDMENT

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.

9. SETTLEMENT OF DISPUTES

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.

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. In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.




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10. EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of 3 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon.

Notwithstanding the 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination.

10.1. 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.

11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU. For Jagat Pharma, Dr. Mandeep Basu, CEO, dr.mandeepbasu@jagatpharma.com, +91-9997722223, and for GLA University, the initial liaison/Single Point of Contact (SPOC) will be Mr. Raghav Mishra, Department of Pharmacy, raghav.mishra@gla.ac.in, +91-9808632494.

12. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

13. FORCE MAJEURE

13.1. 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.

13.2. 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.




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14. MISCELLANEOUS

14.1. Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

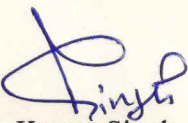
14.2. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

14.3 In case of dispute or difference arising out of, or in connection with, this MoU; the same shall be settled through mutual discussions between GLA University and Jagat Pharma.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on behalf of
GLA University, Mathura

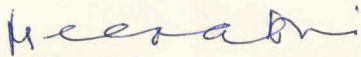
For and on behalf of
Jagat Pharma, Bareilly

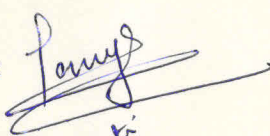

Ashok Kumar Singh
Registrar **Ashok Kumar Singh**
Registrar
GLA University


Dr. Mandeep Singh
CEO


Date ~~15.03.2022~~ ^{16.03.2022}
Km. Stone, NH-2, Mathura-Delhi Road
Mathura, Mathura (U.P) INDIA

Date 16.03.2022


Witness 1:

Witness 1: 

Witness 2: 

Witness 2: 