



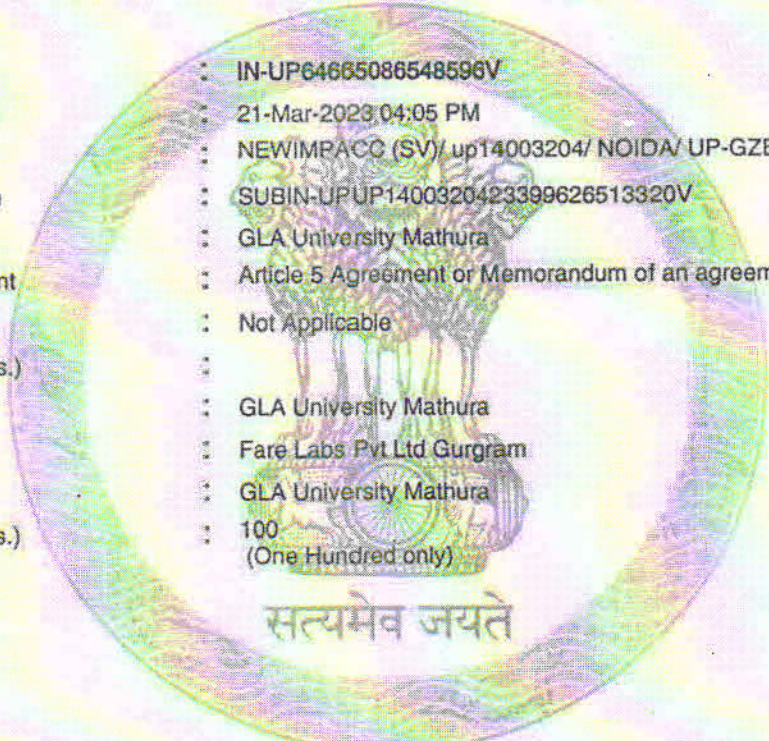
INDIA NON JUDICIAL

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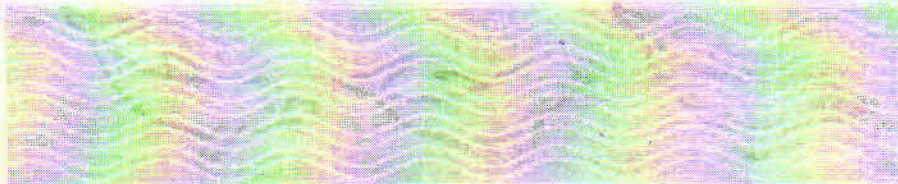
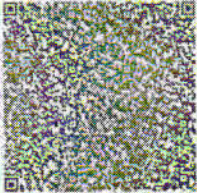
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| Certificate No. | : IN-UP64665086548596V | ₹100 |
| Certificate Issued Date | : 21-Mar-2023 04:05 PM | |
| Account Reference | : NEWIMPACC (SV)/ up14003204/ NOIDA/ UP-GZB | |
| Unique Doc. Reference | : SUBIN-UPUP1400320423399626513320V | |
| Purchased by | : GLA University Mathura | |
| Description of Document | : Article 5 Agreement or Memorandum of an agreement | |
| Property Description | : Not Applicable | |
| Consideration Price (Rs.) | : | |
| First Party | : GLA University Mathura | |
| Second Party | : Fare Labs Pvt Ltd Gurgram | |
| Stamp Duty Paid By | : GLA University Mathura | |
| Stamp Duty Amount(Rs.) | : 100 (One Hundred only) | |




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C. S. Joshi


Ashok Kumar Singh
Registrar
GLA University
Stone, NH-2, Mathura-Delhi Road
Jumana, Mathura (U.P.) INDIA

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING (MOU)

Between

GLA University, Mathura, UP

And

FARE Labs Pvt. Ltd. Gurugram, Haryana

This Memorandum of Understanding (MOU) is being signed on the ¹³..... Day of May of the year 2023 (effective date) between

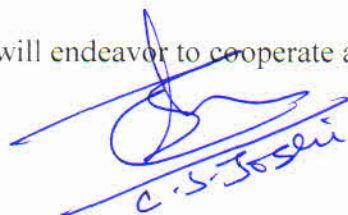
The GLA University, established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A+' Grade and recognized by University Grants Commission (UGC) under section 12B of UGC Act of 1956, having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as & "GLAU"). GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programs. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

And

FARE Labs Private limited is a leading testing, calibration and R&D laboratory of India, registered under the companies act 1956, accredited by NABL (National Accreditation Board for Calibrating & Testing Laboratories, ISO/IEC (17025:2017), PT provider in the field of calibration and testing (ISO/IEC 17043:201), AERB (Atomic Energy Regulatory Board), APEDA (Agricultural and Processed Food Products Export Development Authority), Tea Board of India, and IOPEPC (Indian oil seeds and Produce Export Promotion council), authorized by FSSAI (Food safety and Standards Authority of India), recognized by BIS (Bureau of Indian Standards), DSIR (Department of Scientific and Industrial Research), MOEF & CC (Ministry of Environment, Forest and Climate Change), certified by OHSAS 45001 (Occupational Health and Safety Assessment Series), ISO 9001(Quality Management system), ISO 27001 (Information Security Management System) & ISO 14001 (Environment Management System), ISO 22000 (Food Safety Management System), based out of Gurugram, Haryana, India.

This MOU aims at providing a regular exchange of information, innovation, knowledge, technological developments, research, management programs, and skill development, which contribute to mutual benefits of GLA University and FARE Labs Pvt Ltd (Hereinafter referred as "Parties").

The two institutions will endeavor to cooperate as follows:


C.S. Joshi


Ashok Kumar Singh
Registrar
GLA University
Office, NH-2, Mathura-Delhi Road
Mathura, U.P. 281406

1. AREA OF COLLABORATION

This MOU aims to build a long-term relationship and to develop healthy and stable arrangements between both the Parties.

Any collaborative programs, projects or activities proposed under the auspices of this MOU shall be subject to negotiation, agreement and approval by, and between, the Parties. The forms of these collaborative programmes, projects or activities may include but are not limited to:

1. GLAU and FARE Labs will jointly work and participate in Science and Technology, Education, and R&D programs in the field of Pharma, Ayush, Microbiology, Food Sciences & Engineering, Biosciences & Biotechnology, Chemical Science and Chemical Engineering, Environmental, Civil, Mechanical Engineering and others subjects of mutual interest.
2. Both Parties shall plan to develop projects of mutual interest including national and international conferences/training programs in collaboration with respective institutions.
3. GLAU and FARE Labs shall work jointly and seek government grant-in-aids for research or for creation of common facility and invite each other's faculty-staff to participate therein.
4. GLAU and FARE Labs will facilitate in enrolment of FARE Labs's scientific staff for PhD, exchange of students, staff and faculty to utilise the expertise and resources available at both parties through training and an exchange of ideas.
5. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MOU consistent with laws, rules, IPR policy of GLAU.
6. GLAU and FARE Labs shall start joint major projects on water, environment, pollution etc of mutual interest.
7. GLAU and FARE Labs agree not to file any publications seeking IPR (public patent) in their own names or the names of their associates or any other persons on any matter related to the information developed under this MOU, but they may seek intellectual property rights in the joint names of the parties as mutually agreed on a case-by-case basis.
8. Any publications relating to the activities covered by this MOU must be in the names of the people participating from both parties with endorsement from both parties.
9. In all publications, it will be duly acknowledged that the work has been carried out by GLAU and FARE Labs under this MOU between the parties.
10. All ethical guidelines for research publications at both institutions shall be followed strictly.
11. GLAU and FARE Labs will coordinate support with visiting parties for office space, library, laboratory, and other privileges relevant to the level and purpose of the visit, subject to resource availability.
12. Both parties, of mutual interest, will also be exploring business concepts including establishing R&D and Innovation Centres in India and abroad.
13. GLAU and FARE Labs will work for training and placement of GLA students on a "Train and Hire" basis so that the absorbed candidates become PRODUCTIVE from day one and prove THE BEST FIT in the organization.



Ashok Kumar Singh

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Stone, NH-2, Mathura-Delhi Road
Mathura (U.P.) INDIA

14. GLAU and FARE Labs will nominate one representative to coordinate the program. Furthermore, a coordination committee will examine and identify methods to increase cooperation between the parties on a periodic basis.

The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as deliverables, funding, developers, intellectual property will have to be specified in a separate work specific agreement.

2. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MOU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

3. 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.

4. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. All copyrights, design rights, rights relating to computer software or intellectual property rights of the documents produced in support of any activity under this MOU shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MOU shall be decided through a separate project specific agreement.

5. 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,



C.S. Singh



Arlok Kumar Singh
Registrar
GLA University

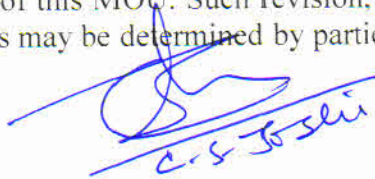
3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses 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.
- 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:
- Was known to Receiving Party prior to disclosure by Disclosing Party,
 - Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
 - Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - 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.

6. 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.

7. 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.


A. S. Joshi


Ashok Kumar Singh
Registrar
GLA University
Phase, MP-2, Mathura-Delhi Road
Mathura (U.P.) INDIA

8. 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.

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

9. EFFECTIVE DATE, DURATION AND TERMINATION

The MOU shall commence from the effective date and shall continue for a period of 5 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.

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.

10. 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.

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 FARE Labs Pvt. Ltd.:

Name: Dr. HB Singh,
Designation: Senior Director, FARE Labs Pvt.
Email ID: haribsingh@farelabs.com
Contact Number: 9811330446

For The GLA University, India:

Name: Dr. Sukhendra Singh
Designation: Assistant Professor
Email ID: sukhendra.singh@gla.ac.in
Contact Number: 9044893668


S. S. Singh


Ashok Kumar Singh
Registrar
GLA University
7 Km. Stone, NH-2, Mathura-Delhi Road
Jumuhani, Mathura (U.P.) INDIA

12. 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.

12. MISCELLANEOUS

12.1 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.

12.2 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.

12.3 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 FARE Labs.

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

For and on behalf of FARE Labs



Mr. Ashok Kumar Singh
Registrar
Ashok Kumar Singh
Registrar
GLA University

Date: - Stone, NH-2, Mathura-Delhi Road
Mathura, Mathura (U.P.) INDIA

13-05-2023



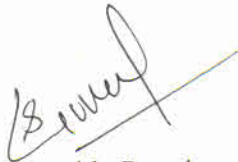
Mr. Chandra Sekhar Joshi,
Director

Date: - 13/05/23

Witnesses:



Prof. Dilip Kumar Sharma
Dean International Relations &
Academic Collaborations



Mr Saurabh Goyal
Senior Vice President-Corporate
Relations

Witnesses:



Shri Dwijendra Mathur
Director, FARE Labs



Dr Meenakshi Tripathi
President, FARE Labs



Dr HB Singh
Senior Director, FARE Labs