

MEMORANDUM OF UNDERSTANDING

Between



Institute for Industrial Research & Toxicology
Ghaziabad

And



Swami Vivekanand Subharti University
Meerut

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the MOU) is entered at Meerut on 26th October, 2024 (the "Effective Date").

By and between

1. Institute for Industrial Research & Toxicology (IIRT), through Director NN Mishra (hereinafter referred to as "First Party"), located at F-209-209, UPSIDC, MG ROAD, Ghaziabad, U.P, India-201302. IIRT is a CRO that deals in providing laboratory testing services and undertake toxicological & pharmacological studies. IIRT is committed towards developing, analyzing, innovating and applying modern techniques & technologies.

Hereinafter referred to as "First Party" (Which expression shall unless repugnant to the context thereof mean and include the respective successors and assigns) of the First Part.

AND

2. Swami Vivekanand Subharti University, Meerut, through Registrar.

Hereinafter referred to as "Second Party" (Which expression shall unless repugnant to the context of meaning thereof mean and include the respective heirs, executors, administrators are permitted assign) of the Second Part.

Also individually referred as "Party", and collectively "the parties"

WHEREAS the parties desire to enter into an MOU to memorialize certain terms and conditions of their anticipated endeavour, NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Purpose and Scope- The MOU shall commemorate the parties' intent to enter into but not to be limited to, the following types of collaboration:

- A. Faculty members skills enhancement
- B. Student skills enhancement
- C. Collaborative research and development
- D. Other mutually agreed educational or research events and programs

Note: Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity of MOU based on the mutually agreed objectives and outcomes.

2. Objectives- The Parties agree as follows:

- A. To promote industrial interaction, visits, training and internship of pharmacy students (D.Pharm, B.Pharm, Pharm.D, Pharm.D(PB), M.Pharm and Ph.D)
- B. To promote industrial interaction (Quality assurance, Quality control, Toxicity Studies and Animal Studies) of faculty members
- C. To conduct collaborative educational and research activities/events
- D. To bridge the gap between industry and academia

Handwritten signature and date:
20/11/24

3. Roles and Responsibilities- Clearly describe and delineate the agreed upon roles and responsibilities of each institution for ensuring project success. This may contribution of staff time, in kind contributions of space or materials, research contribution, provision of training or staff expertise, financial implications/funding if any etc. Each Party shall bear the costs associated with its respective obligations under this MOU unless otherwise agreed upon in a separate document outlining specific projects or activities. Any financial commitments shall be made in writing and will be governed by a distinct agreement.

Institute for Industrial Research & Toxicology (IIRT) agrees to:

Activity	Responsibility
Facility visits of teachers and students.	Party 1 will provide the opportunity to students and faculty members.
Participation in technical events (conference/ seminar/ workshops/ guest lectures).	Party 1 will allow their employees and experts participation in technical events.
Training and Internships of students.	Party 1 will provide the opportunity of training and internship to students.
Placement or job opportunities.	Party 1 will provide the opportunity of jobs to eligible, deserving, competent students as per their policy.

Swami Vivekanand Subharti University agrees to:

Activity	Responsibility
Soft Skill Development training.	Party 2 will provide the experts and trainers.
Participation in technical events (conference/ seminar/ workshops/ guest lectures).	Party 2 will allow their students, employees and experts participation in technical events.
Training of employees.	Party 2 will provide the training to the employees of Party 1.
Admissions in UG, PG and Ph.D programs of employees.	Party 2 will provide the opportunity to eligible employees for admission in UG, PG and Ph.D programs of University.

4. Terms of Memorandum- Both the Parties agree to carry out the above-mentioned activities in accordance with the laws and regularizations of respective University/organization after full consultation and prior approvals of appropriate Authority. The Parties acknowledge that this Memorandum of Understanding does not in any way give rise to any right or permission to use or to be associated with each Party's Intellectual Property. Under Collaborative Research any patentable research conducted by faculty or student, aided by Swami Vivekanand Subharti University in coordination with Party No. 1, the Swami Vivekanand Subharti University reserves its rights.

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5. Representation and Warranties- Each Party warrants that it holds all necessary rights, licenses, consents, and permissions for any intellectual property used in this collaboration, and that the collaboration will comply with applicable laws, regulations, and ethical standards.

6. Indemnity- Each Party agrees to indemnify and hold harmless the other Party from direct damages resulting from a breach of this MOU, excluding any indirect, incidental, or consequential damages, except when caused by gross negligence or willful misconduct. This section remains full force and effect even after termination of the MOU by its natural termination or the early termination by either party. The indemnifying Party shall also indemnify for any third-party claims resulting from such misconduct.

7. Confidentiality- Each Party shall undertake to observe the secrecy of confidential information. All confidential information shall remain protected for five years post-termination. The Parties agree to handle any shared personal data in compliance with applicable Indian data protection laws, including the Information Technology Act, 2000.

8. Intellectual Property Rights- Each party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights. Any intellectual property created or developed jointly by both Parties during this collaboration shall be jointly owned unless otherwise agreed upon in writing. The allocation of rights, including commercial rights, for such intellectual property will be determined through a separate agreement. The parties agree to comply with applicable data privacy laws, including the Information Technology Act, 2000, and the General Data Protection Regulation (GDPR), if applicable, with respect to any personal data shared during the collaboration.

9. Non-Contractual Nature of Relationship- (shall depend on agreed terms and conditions). The Parties agree that this Memorandum of Understanding represents the mutual understanding of the parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract. Nothing contained herein shall be constructed to constitute a joint venture partnership or formal business organisation of any kind between the parties or so to constitute either party as the agent of the other. The Parties acknowledge that this Memorandum of Understanding does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property. "Notwithstanding the non-contractual nature of this MOU, the confidentiality, intellectual property rights, and indemnity obligations under this MOU shall survive the termination of this agreement and remain legally enforceable.

10. Severability- In the event of any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provision should continue in full force and effect as valid and enforceable.

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11. Waiver- the failure by either Party to exercise any right, power, or privilege under the terms of this MOU will not be construed as a waiver of any other right, power, or privilege.

12. Implementation- In order to carry out and fulfil the aims of this MOU, the partner institution shall identify a contact person to coordinate the development of each endeavour and conduct joint activities.

13. Legal and Non-Binding MOU- This MOU is intended solely as a framework for collaboration and does not establish legally binding obligations unless formalized in separate project-specific agreements, subject to mutual consent in writing by both parties.

14. Revision, Variation and Amendments- Either Party may request in writing a revision, Variation or Amendment of this MOU. Any such revision, variation or amendment agreed to by Parties shall be in writing and shall form part of this MOU. Such revisions, variation or amendment shall come into force on such date as may be determined by the Parties.

15. Supervening Events- Each Party reserves the right to suspend implementation of this MOU in whole or part due to supervening events, provided they notify the other Party within 48 hours of such suspension. The Parties will make reasonable efforts to mitigate any disruptions caused by such supervening events and will develop contingency plans where necessary to continue the performance of essential activities during such a suspension.

16. Entire MOU- the Parties acknowledge and agree that this MOU represent the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

17. Termination- The Memorandum of Understanding can be terminated by either party giving the other party, a prior written notice of not less than one month of its intention to do so, but without dishonouring any commitment entered prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party. Upon termination of this MOU, the obligations regarding confidentiality, intellectual property rights, indemnity, and any commitments made prior to termination shall survive and remain binding.

18. Duration of MOU- For five years from the effective date (26th October, 2024). This MOU shall be renewable for additional terms upon mutual written consent by both Parties, at least 30 days before the expiration of the current term.

Handwritten signature and date: 21/11/2024

19. Settlement of Disputes- Any differences or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall first be settled amicably through mutual consultation and/or negotiation between the Parties. Those which cannot be fully and satisfactorily resolved or settled by the Parties then, same shall be referred to higher authorities of the both the parties. In case disputes cannot be resolved through mutual consultation, the dispute shall be referred to arbitration, conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall take place in Meerut, and the proceedings shall be conducted in English.

20. Jurisdiction- This agreement shall be governed by the Indian Law and in the event of any unsettled disputes arising hereunder the Court in Meerut alone will have jurisdiction to entertain and decide the same.

In witness whereof, the Parties have executed this document on the day of **26 October, 2024**.

For and behalf of the

For and behalf of the

Institute for Industrial Research & Toxicology (IIRT), Ghaziabad





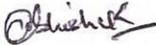
Director

Swami Vivekanand Subharti University, Meerut





Registrar



Witness-cum-coordinator, Party 1.

ABHISHEK MISHRA



Witness-cum-coordinator, Party 2.

(Dr. Sakindra Kumar)