

# MEMORANDUM OF UNDERSTANDING

Between

For NAR-BRITON HEALTHCARE PHARMACEUTICALS PVT. LTD.

*[Handwritten Signature]*  
15/10/2024  
Director



**Nar-Briton Health Care Pharmaceuticals  
Pvt. Ltd., New Delhi**

And



**Swami Vivekanand Subharti University,  
Meerut**

AOS

*[Handwritten Signature]*  
12-11-2024

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the MOU) is entered at Meerut on 15<sup>th</sup> October, 2024 (the "Effective Date").

By and between

**1. Nar-Briton Health Care Pharmaceuticals Pvt. Ltd, through Director Dr. Md. Adil Khan** (hereinafter referred to as "First Party"), with its Principal Place of business located at P/N. 78, IIIrd Lane, Johri Farm, Okhla, New Delhi-100020, Email-narbritons@gmail.com. It deals with 3rd party manufactured pharmaceuticals products and wholesale business. Its Corporate Identification Number (CIN) is U51909DL2011PTC217741, and its registration number is 217741.

Hereinafter referred to as "First 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 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, Manufacturing of medicines, Drug regulatory and marketing aspects) of faculty members
- C. To conduct collaborative educational and research activities/events
- D. To bridge the gap between industry and academia

**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. In the event of failure to fulfill any obligation, the non-performing party will be liable to remedy the situation within a reasonable time frame

**Nar-Briton Health Care Pharmaceuticals Pvt. Ltd 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.
Sponsored or research projects studies.	Party 1 can submit sponsored or research projects to SVSU on consultancy basis.
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.
Research projects or studies.	Party 2 can submit sponsored or research projects to Party 1 on consultancy basis.
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 Universities 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.

*Handwritten signature and date:*  
 12/11/2024

**5. Representation and Warranties-** Both Parties represents that they are fully authorized to enter this MOU. Each Party represents that it holds all the necessary rights, licenses, consents, and permissions to use any intellectual property involved in this collaboration, ensuring that the use of such property does not infringe upon third-party rights or violate applicable laws and regulations.

**6. Indemnity-** Each Party agrees to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assign against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from the negligence of or breach of this MOU by the indemnifying party, its respective successors and assigns that occurs in connection with this MOU. This section remains full force and effect even after termination of the MOU by its natural termination or the early termination by either party.

Each Party agrees to indemnify and hold harmless the other Party from all claims, liabilities, damages, and expenses arising out of gross negligence or intentional misconduct related to the performance of this MOU. 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 received from or supplied to the other party during the research activities conducted within the period of implementation of this Memorandum of Understanding or agreements made pursuant to this Memorandum of Understanding.

All information known or received by a party to the other party to this Memorandum of Understanding will be kept as confidential and will not be disclosed to any third person.

The obligation of confidentiality shall survive the termination of this MOU and will continue for a period of five (5) years after the date of termination, unless otherwise agreed in writing by the Parties

**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 so as 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.

5000<sup>n</sup>  
12.11  
2024

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.

**11. Waiver-** he 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 he 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 Binding MOU-** This MOU is intended to serve as a framework for cooperation and does not establish a binding legal obligation with respect to collaboration activities unless agreed otherwise in separate project-specific agreements.

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

**15. Supervening Events-** Each Party reserves the right for reason of national security, national interests, public order or public health to suspend temporarily, in whole in part, the implementation of this Memorandum of Understanding. The suspension shall take effect immediately after notification has been given to other party. 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 intension to do so, but without dishonouring any commitment entered prior to the date of termination notice and no party shall leave its comment unfinished which may result in tangible losses to the other party. Upon termination, any ongoing projects will be completed or wound down in an orderly manner, and the intellectual property jointly created prior to termination will remain subject to the terms of this MOU unless otherwise agreed.

**18. Duration of MOU-** For five years from the effective date (15<sup>th</sup> October, 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.

**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 **October 15, 2024**

For and behalf of the

For and behalf of the

**Nar-Briton Health Care Pharmaceuticals  
Pvt. Ltd, New Delhi**

**Swami Vivekanand Subharti University,  
Meerut**

For NAR-BRITON HEALTH CARE PHARMACEUTICALS PVT. LTD.

*[Signature]*  
15/10/2024.  
**Authorize Signatory**

Director

*[Signature]*  
12-11-2024  
**Registrar**



*[Signature]*  
Dr. Mohd. Adil

*[Signature]*  
Adil



**Witness-cum coordinator, Party 1.**

*[Signature]*  
Shuman  
15.10.2024  
**Witness-cum coordinator, Party 2.**

*[Signature]*  
(Dr. Sokincha Shuman)