

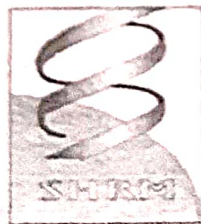
MEMORANDUM OF UNDERSTANDING (MOU)


BETWEEN

Dr. B.C. Roy College of Pharmacy & Allied
Health Sciences, Durgapur

&

SHRM Biotechnologies Pvt Ltd, Kolkata




Prof. (Dr.) Samir Kumar Samanta
M. Pharm., Ph.D (J.U.)
Principal
Dr. B. C. Roy College of Pharmacy & AHS
Durgapur, West Bengal-713208

MEMORANDUM OF UNDERSTANDING ("MoU")

BETWEEN

Dr. B.C. Roy College of Pharmacy & Allied Health Sciences, an existing College established under the Maulana Abul Kalam Azad University of Technology, having its Campus at Dr. Meghnad Saha Sarani, Bidhan Nagar, Durgapur-713206 represented by its Director Dr. Subrata Chakraborty, patronized by Dr. B.C. Roy Engineering College Society, having his office at Bidhan Nagar, Durgapur hereinafter referred to as First Party.

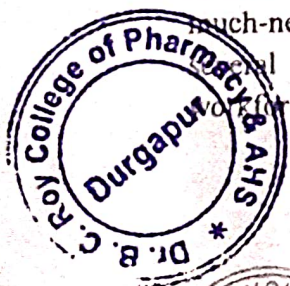
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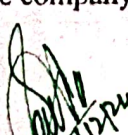
SHRM BIOTECHNOLOGIES PVT LTD, an Biotechnology based company having its office at Humaipur, PO: Abdalpur, (Poddar House), Madhyamgram Kolkata - 700 155 represented by its Founder Mr. Kunal Vora, son/daughter of Mr. Vijay Vora, hereinafter referred to as Second Party.

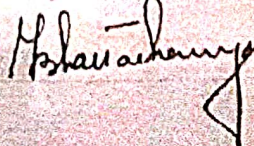
PREAMBLE :

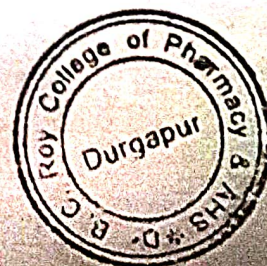
A. WHEREAS

- I) BIRAC / DST / Other Agencies such as Government of West Bengal, through its Department of Higher Education, Science and Technology & Biotechnology has number of schemes on "Research and Development Programmes" which is being implemented throughout the State of West Bengal with an aim to sustainable Socio Economic Development in the field of Science and Technology. New technology will be introduced through these schemes.
- II) Dr. B.C. Roy College of Pharmacy & Allied Health Sciences (hereinafter referred as BCRCPAHS) being the First Party herein is an existing College well set up with different departments and has been established with an object to provide instruction, teaching, training and research in various branches and specialized fields of study of Pharmaceutical Technology and any other related fields of Study including the imparting of Skills that have employment potentiality, amongst others;
- III) SHRM BIOTECHNOLOGIES (hereinafter referred as SHRM Biotech), being the Second Party herein is a Biotech / Life Science Company engaged in providing the much-needed technical training in Biotechnology to aspiring students over the last several years, with an aim to generate a more aware and trained biotechnology workforce. Apart from that the company is also into Product development and R&D.




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B. AND WHEREAS

- I) On the basis of such experience BCRCPAHS Proposed SHRM Biotech for their support to promote the works of biotechnology in the State.
 - II) BCRCPAHS, provides for collaboration with other organization in India and abroad to develop specific educational and research programmes, training programmes etc.
 - III) SHRM Biotech is also interested to work on scientific research programme on Development and on such proposal of BCRCPAHS, SHRM Biotech has agreed for such collaboration in the endeavors to promote biotechnology in the State of West Bengal & India through an extensive research.
- C. The Parties hereto recognizing the importance of research and development in the Rural / urban Areas of the State of West Bengal by clubbing their respective efforts, by pooling their respective expertise and resources for utilization of specific approved project as per the guidelines prescribed by the BIRAC / DST / Higher Education Department, Science & Technology and Biotechnology Branch, Government of West Bengal or other agencies.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both BCRCPAHS and SHRM hereby acknowledge and agreed to sign a memorandum of understanding (MOU).

D) SCOPE OF THE MOU

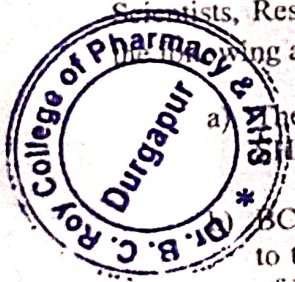
This MOU details the modalities and general conditions regarding collaboration between BCRCPAHS and SHRM Biotech for utilization of specific approved project as per the guidelines prescribed by BIRAC / DST / the Higher Education Department, Science & Technology and Biotechnology Branch, Government of West Bengal (any other agencies), in the State of West Bengal.

II) SCOPE AND TERMS OF INTERACTIONS

Both the Parties, BCRCPAHS and SHRM Biotech shall encourage interactions between the Scientists, Research fellows, faculty members and students of both the organizations through following arrangements:

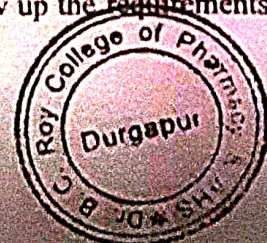
a) The entire layout, project would be carried under the joint name of BCRCPAHS and SHRM Biotech

BCRCPAHS shall be responsible and/or at liberty to submit the proposal of Project to the BIRAC, DST, Department of Biotechnology, Higher Education, Government of West Bengal or any other funding agencies and shall follow up the requirements



(Dr.) Sanjay Kumar Samanta
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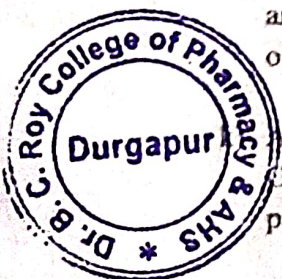


of the Government including any renewal in that regard; SHRM Biotech can help BCRCPAHS in the process of project submission.

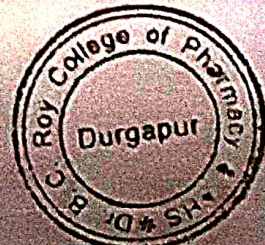
- c) The Principal Investigator would be from BCRCPAHS and Co-investigator from SHRM Biotech
- d) The fund allocation will be divided in bipartite manner (50%) to BCRCPAHS and SHRM Biotech during project applications to BIRAC / DST or Dept. Of Biotechnology, Higher Education, Government of West Bengal and the funds would accordingly be sanctioned for purchase of consumables, Machineries, other expenses etc.
- e) All expenses from the project fund as per allocation will be handle separately by either of the parties, however this may be aided by a joint discussion between both the parties.
- f) Prior to sanction of Project Fund, BCRCPAHS and SHRM Biotech shall be at liberty to reimburse all amount paid/expensed for the said project from their allocated funds separately.
- g) The allocated sanctioned fund in bipartite fashion will be separately allocated to respective bank accounts of BCRCPAHS and SHRM Biotech by BIRAC/DST/DBT/Dept. of Higher Education as per project application. ~~Of the fund would be solely credited in the account of BCRCPAHS, and then the 50% of the fund would be then transferred to SHRM Biotech.~~ The utilization of fund by either party in its own allocation will be carried out independently, however keeping in view with the aim and objective of the project. Thus either party will be liable to provide the utilization certificate of the individual fund whenever required.
- h) Preliminary both parties shall engaged equal number of employees for the said Project and whose salaries would be disbursed from said sanctioned fund as per the Government Prescribed Rules in that regard;
- i) Both the parties shall nominate at least one person each who shall co-ordinate with each other and will be named as Project Co-ordinators;
- j) The infrastructure, Biotech/ Life Science Laboratory of either party will be used by the persons of either side who are undergoing the Projects, and shall be at liberty to access carry out the project work by using the infrastructure of the other.

After the entire project is over the all the machineries, Instruments, Apparatus, Chemicals & Reagents purchased from the sanctioned and allocated fund of either party shall be the property of BCRCPAHS & SHRM Biotech respectively.

- l) After successful completion of the research work both the parties shall jointly shall submit the Research Work before the concerned department of BIRAC / DST



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Government of West Bengal and shall apply for the Patent of the Technology jointly.

- m) Any Publication, Commercialization in respect of research work would be in the joint name and any expenses incurred in that regard shall be made by the parties equally;
- n) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.
- o) Either of the parties if wants to sell it's share rights, then the other party would be entitled to get the 1st choice at a fair market price which would be evaluated by joint valuer / arbitrator to be appointed by both the parties;
- p) The technologies derived out from the project would be the property of the parties of equal share.
- q) If any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity and subject to approval of both the parties.

III) SHARING OF FACILITIES

- a. BCRCPAHS and SHRM Biotech shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.

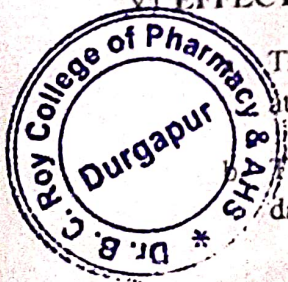
IV) CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a. The collaborative programme between BCRCPAHS and SHRM Biotech shall be coordinated by a coordination committee having equal representation of both the parties.
- b. Financial arrangements or fund allocations for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the parties.

V) EFFECTIVE DATE AND DURATION OF MOU

This MOU shall be effective from the date of its approval by competent authorities at both ends.

The duration of the MOU shall be for a period of 36 - 60 months from the effective date.



[Signature]
Prof. (Dr.) Samir Kumar Samanta
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- c. The MOU may be extended for further period on mutually agreeable terms and conditions.

VI) TERMINATION

- a. The MOU may be terminated by a prior notice of not less than Three months by either party. However, termination of the MOU will not in any manner affect the interests of the faculty/scientists who have been admitted to pursue a project programme under the MOU.
- b. Notwithstanding anything contained in this Memorandum, SHRM Biotech and BCRCPAHS reserves its right to terminate this Memorandum immediately and without any notice, if either of the party commits any or more of the following:
- Contravenes any of the Clauses or conditions of this Memorandum or any statutory provisions
 - Suppresses and / or falsifies any facts.
 - Acts in any manner detrimental to any of the party's interests.
 - Is convicted by a competent Authority of any offence.
 - Makes any commitment on behalf of the either of the party without the express written sanction of either of the party save as provided for elsewhere in this agreement and
 - Fails to tender a true and correct account of either party's goods and property, if any entrusted to it.
 - It is agreed that no consequential cost of whatsoever manner shall be payable by the BCRCPAHS to the SHRM Biotech on termination of this Memorandum for any one or more of the events arising out of the above reasons by both the parties.

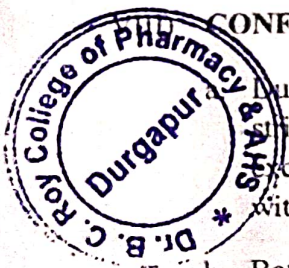
VII) INTELLECTUAL PROPERTY RIGHT

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

CONFIDENTIALITY

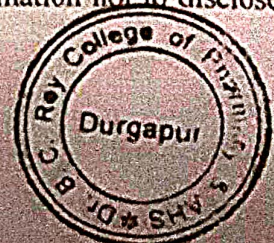
During the tenure of the MOU both BCRCPAHS and SHRM Biotech will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

- b. Both BCRCPAHS and SHRM Biotech shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose



Prof. (Dr.) S. S. Chatterjee
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S. S. Chatterjee



the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MOU.

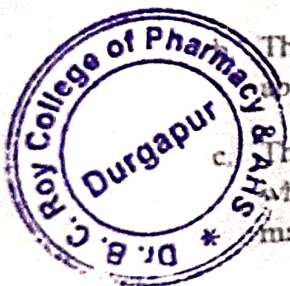
- c. Both BCRCPAHS and SHRM Biotech shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- d. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MOU or any subsequent MOU and/or agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:
- i. is or becomes publicly available through no fault of the receiving party,
 - ii. is already in the rightful possession of the receiving party prior to its receipt of such data or information;
 - iii. is independently developed by the receiving party without reference to the confidential information of the disclosing party
 - iv. is rightfully obtained by the receiving party from a third party or is in the public domain
 - v. is disclosed with the written consent of the party whose information it is, or
 - vi. is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

IX) RESOLUTION OF DISPUTES

- a. Any dispute arising or touching the construction, meaning or the effect of this Memorandum or any Clause herein contained or as to the rights / liabilities of the parties hereto and/or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendment thereto.

The ARBITRAL TRIBUNAL shall be composed of JOINT arbitrator to be appointed by the both entities BCRCPAHS and SHRM Biotech.

The place of arbitration shall be at Kolkata, West Bengal, and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made at Kolkata.



[Signature]
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- d. The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English.
- e. The procedural law of the arbitration shall be Indian law. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties and the Parties shall be entitled to enforce the award.
- f. The Arbitrator shall have the right to proceed summarily and to make interim awards.

X) MISCELLANEOUS

- a. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MOU.
- b. Both BCRCPAHS and SHRM Biotech shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

XI) INDEMNIFICATION

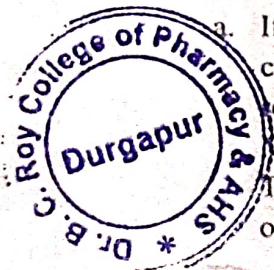
The Parties hereto agree to keep each other and all their respective officials, promoters, employees, men, agents and assigns indemnified from any or all the payments, claims, loss and liabilities, whatsoever incidental or direct arising out of their conduct or conduct of any of their men, agents, employees and or representatives, either singly or severally for any reason whatsoever.

XII) NOTICE

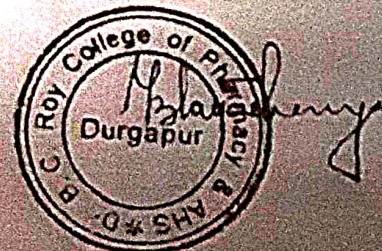
- a. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served.
- b. None of the parties shall raise any objection as to the service of the notice deemed to have been served as aforesaid.

XIII) SEVERABILITY

- a. If any provision of this Memorandum or the application there of to any person or circumstance shall be invalid, prohibited or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, this Memorandum shall be considered divisible as to the extent of such provision only. The remainder of this Memorandum and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable



[Signature]
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shall not be affected thereby and each provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law.

- b. Any invalid or unenforceable provision of this Memorandum shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

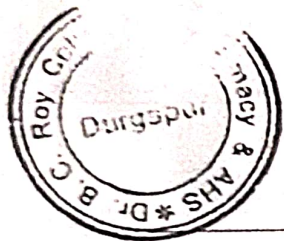
XIV) MODIFICATION

Any modification to this memorandum shall be valid if the same is in writing and the same has been signed by both the parties.

XV) COMPLETE DOCUMENT

This Memorandum is the Complete Document with regards to the subject contained herein and supersedes all previous communications, either oral or written, in this regard.

IN WITNESS whereof the parties have signed this Memorandum of Understanding on the day, month and year first hereinabove written.



Mishra Acharya
7.9.2019

BCRCPAHS



[Signature]
7/9/19

SHRM BIOTECH

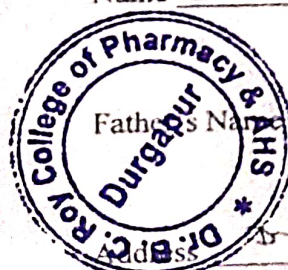
Witnesses:

Signature [Signature]

Signature [Signature]

Name Dr. S. Chatterjee

Name DR. PRADIP KR MAZUMDER



Father's Name Debabrata Chatterjee

Father's Name SK Mazumder

Dr. B. C. Roy College
of Pharmacy & AHS
Bilhan Nagar, Durgapur
713206

[Signature]
3/12/24
Prof. (Dr.) Anur Kumar Samanta
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Durgapur, West Bengal-713206