

**MEMORANDUM OF UNDERSTANDING (MOU)
ON COLLABORATIVE RESEARCH**

BETWEEN

AADHAAR LIFE SCIENCES PRIVATE LIMITED
'PRASAD', 7/1, VARDHMAN NAGAR, RUPABHAVANI ROAD, BHAVANI PETH,
SOLAPUR 413002, MH, INDIA

AND

D.S.T.S. MANDAL'S COLLEGE OF PHARMACY
JULE SOLAPUR – 1, VIJAPUR ROAD,
SOLAPUR-413004, MAHARASHTRA, INDIA

1. PURPOSE OF THE MOU:

Whereas two organizations, Aadhaar Life Sciences Private Limited having its registered office at 'Prasad', 7/1, Vardhman Nagar, Rupabhavani Road, Bhavani Peth, Solapur – 413002, MH, India [hereinafter referred to as 'COMPANY'] and D.S.T.S Mandal's College of Pharmacy, its registered office at Jule Solapur- 1, Vijapur Road, Solapur– 413004, MH, India (hereinafter referred to as 'INSTITUTE') have mutual interest in collaborative research having application in the field of Pharmaceuticals on regular basis in an ongoing manner.

- A. The parties wish to record in this memorandum of understanding (MOU) the basis and principles concerning research work conducted jointly by Aadhaar Life Sciences Private Limited and D.S.T.S Mandal's College of Pharmacy, Solapur.**
- B. This MOU is not intended to be a binding agreement between the parties hereto with respect to the subject matter hereof. A binding agreement will not occur unless and until the parties have negotiated, approved, executed and delivered an agreement. Until the execution and delivery of the agreement, either party shall have the absolute right to terminate all negotiations for any reason without liability hereof.**

The COMPANY essentially being a commercial organization is interested in applied research resulting in product/process development for commercial exploitation. Another aim of all such activities is to generate inventions and know-how in various spheres which can be collectively termed as intellectual property or inventions, a natural consequence of which will result in well-defined patents, for protecting the same from all extraneous exploitations, except as provided for under this MOU.

Both the organizations agree to the following guidelines for collaborative efforts for projects outlined in Annexure A.

2. CONTACTS:

The official contacts relative to this Memorandum of Understanding [MOU] are as listed below; however, contact between individual scientists and managers in both of organizations is encouraged as this will facilitate increasing collaboration.

Mr. Afaq Raza Mehboob Ansari	Mr. Ashish Tapadiya
Assistant Professor	Director, Scientific Affairs
D.S.T.S Mandal's College of Pharmacy	Aadhaar Life Sciences Private Limited
Vijapur Road, Jule Solapur - 1	Vardhman Nagar, BhavaniPeth,
Solapur 413004	Solapur - 413002

3. SCOPE OF COLLABORATION:

Collaborations under this memorandum of understanding (MOU) may include, but are not limited to the following:

- 3.1. Service work provided by INSTITUTE for research performed either as COMPANY or INSTITUTE site;

3.2. Research contracts financed by COMPANY for research performed at COMPANY/INSTITUTE site and;

3.3. Joint research projects (funded/financed) by a third party submitted by both parties to this MOU.

4. TEAM:

Both above mentioned parties will form a team consisting of working and consulting members from both members / employees / students / of both party constituents for collaborative work to be performed at INSTITUTE / COMPANY for research and development of above mentioned projects and will appoint a Chief Investigator (hereinafter referred to as 'CI') who will be appointed for each project before starting of project and will be added in **Annexure A** along with the title of the project with signature of both the official contacts mentioned in S. NO. 2 along with CI. Annexure A shall be upended as and when the project s are added.

4.1 RESPONSIBILITIES:

4.1.1. It is understood by both parties involved in the project that they will continue to fulfil their expected team responsibilities. Their objectives will be set in the monthly/ regular meetings of above mentioned contracts including all personnel working under entitled projects, they will discuss how the project can be implemented and tasks will be designed thereafter by contacts. Any person found not to work efficiently, shall be liable for explanation to above mentioned contacts. Any further action necessary shall be taken by both contacts.

4.1.2 Team members from both parties will bear responsibility of nondisclosure of the above mentioned collaborative research, any person found guilty for disclosing project details shall be liable for action as set by both parties in nondisclosure agreements to be signed by all researchers to safeguard the intellectual property.

5. COMMUNICATION:

Above mentioned contacts from both parties will review the progress of their project with the collaborative team. Such meetings may be set up once a month or as necessary.

6. TIME:

6.1. Duration of the projects: Initial commitment to this MOU is estimated to be for a period of three years starting from the date of signing this agreement and projects will be assigned with this timeline. It may be renewed for further duration on existing or mutually acceptable terms.

6.2. Percentage/ Actual amount of time: INSTITUTE and COMPANY commit to effective implementation of regular monthly targets. It is understood and agreed upon that the working personnel will work on weekly schedule. Both parties will set and keep the account of this (working) time.

6.3. Meeting: It is understood that both INSTITUTE and COMPANY personnel involved in the project will continue to fulfil their expected team responsibilities and will furnish their commitments to compulsory meetings, conferences and events. Any potential conflicts regarding the execution of projects will be communicated at the earliest possible time to the contacts mentioned for every project and resolved amicably.

7. FINANCES:

7.1. The cost and expenses associated with each project shall be decided and addressed separately in a commercial agreement and may vary with nature of each project. The commercial terms agreed in the commercial agreement shall be acceptable and binding on both the parties for the project cost purpose.

7.2. The company shall reimburse the following expenses or provide in kind the following:

7.2.1. All the raw materials, excipients, and other consumables which may be required for executing the projects, charges incurred for tests undertaken at other laboratories if any.

7.2.2. Travelling allowance, dining allowance, hotel allowance for the travel of any team person regarding development of above mentioned projects. Reimbursement should be made within 30 days of receipt of said expense statement / claim by a member.

7.2.3. Charges and fees for any third person / organization consulted for the development of above mentioned projects if mutually considered necessary.

7.3. The COMPANY will incur all expenses and fees related to filing of patents undertaking searches and any litigation with respect to the filed patents.

8. OWNERSHIP:

Any intellectual property developed through this collaboration shall be assigned to the COMPANY. The research workers and through them the institution shall continue to be named as the inventors. The inventors may include researchers who are employees of the COMPANY in case they have contributed in developing the intellectual property. The detailed rights and conditions related to exercise of intellectual property ownership are further clarified below:

8.1. INTELLECTUAL PROPERTY:

In the course of the conduct of the research or services required under contracts that may be developed, prior protected/non protected intellectual property (patents) of INSTITUTE may be utilized, new intellectual property (patents) may be developed, and opportunity for synergic benefits from the combining of intellectual property envisioned. The following rights and responsibilities will pertain:

8.1.1. PRIOR INTELLECTUAL PROPERTY:

Intellectual property (patents) of INSTITUTE, protected or unprotected, that exists prior to the beginning of the joint effort that is utilized or disclosed as a part of the design or implementation of both these projects will remain the sole property of the INSTITUTE. Protection of prior intellectual property of INSTITUTE, which is being disclosed to COMPANY, will also become the responsibility of the COMPANY. The partner organization will maintain confidentiality of all such property and shall not use the information for any purpose other than those authorized in writing by the owner of intellectual property. However, wherever the company's services are employed for patent filling, sealing, protection of the know-how developed, INSTITUTE will automatically assign the know-how to company on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause no 7 (finances). Additionally a lump sum technology transfer charge to INSTITUTE may be considered on a case basis.

8.1.2. NEW INTELLECTUAL PROPERTY:

In instances where new intellectual property is anticipated as a result of the project (joint research projects) COMPANY will take all responsibility regarding filing, and processing of collaborative intellectual property (which includes all expenses for any pre grant or post or post grant oppositions). This intellectual property shall be jointly held and patented with the COMPANY as an applicant/assignee and researchers/ institute named as inventors. Any further commercialization should be addressed in that specific contract before commencement of any research activities.

9. JOINT PROPOSALS FOR THIRD PARTY PROJECTS:

9.1. As mutually beneficial opportunity presents, COMPANY and INSTITUTE may elect to submit joint proposals to other (third party) clients for research or development of specific part of project or develop products according to their need for their commercial use. All such use of above mentioned joint project could be conducted. The joint working and division of responsibilities and sharing or rewards will be mutually finalized for each such project based upon individual contribution. Based upon the nature and content of the third party project, any one out of the company and institute shall become the principle service provider and the other subsidiary provider to the third party. In general for all financial arrangements & agreements made with third parties for generating technology resulting from projects basically initiated by the institute & commercialized, the share of the benefits between COMPANY & INSTITUTE will be as mutually agreed at the time of the agreement.

9.2. The equipment and instrument purchased from the finance generated from the third party shall be the sole property of the INSTITUTE.

10. CONFIDENTIALITY:

10.1. PROPRIETARY BUSINESS INFORMATION:

Each organization acknowledges and agrees that its fellow collaborator is engaged in business, research activities in which it is or may be crucial to develop and retain proprietary, trade secrets, and other confidential information for the benefit of the both organization (collectively, "Proprietary Information"). Accordingly, no organization shall at any time during or after the termination of this MOU, either directly or indirectly-

10.1.1. Divulge or convey proprietary information to any entity or individual, except as may be expressly authorized in writing by its fellow organization during or following the completion of the contractual relationship; or

10.1.2. Use any proprietary information for the organization's own benefit or the benefit of any entity or individual other than the organization owning the proprietary information. The proprietary information to which the collaborating organization may have access may include, but is not limited to, matters of a technical or intellectual nature such as inventions, designs, drawings, models, plans, improvements, processes of discovery, techniques, methods, ideas, discoveries, developments, know-how, formulae, compounds, compositions, specifications, specialized knowledge. The owner of such proprietary information shall mark all documents, it considers covered by the clause as confidential before providing them to its collaborator. Regardless of whether the information supplied

pursuant to the said purpose is marked confidential or not, if the same falls within the above mentioned definition, it will be deemed to be proprietary information.

Proprietary Information will be transmitted "as is" and with all its faults, provided that in no event shall company be liable for the accuracy or completeness of the proprietary information.

10.2. PROPRIETARY PERSONAL INFORMATION:

During course of the collaborations, either entity may have access to private and personal information regarding their partners, customers, management, and shareholders, including, but not limited to, information regarding their personal, legal, or business affairs. COMPANY and INSTITUTE understand and agree that the disclosure of any information whatsoever regarding the partner could be damaging. Each institution therefore agrees not to disclose any such information to any person entity including the media during or after the term of this MOU, except as required for the purposes of fulfilling the requirements of specific collaborations or as expressly authorized by the partner institution in writing, or as required by law.

11. APPLICABILITY OF THE MOU TO EMPLOYEES OF THE ORGANIZATIONS:

During course of the collaborations, either entity may have access to private and personal information regarding their partners, customers, management, and shareholders, including, but not limited to, information regarding their personal, legal, or business affairs. COMPANY and INSTITUTE understand and agree that the disclosure of any information whatsoever regarding the partner could be damaging. Each institution therefore agrees not to disclose any such information to any person entity including the media during or after the term of this MOU, except as required for the purposes of fulfilling the requirements of specific collaborations or as expressly authorized by the partner institution in writing, or as required by law.

12. ADMINISTRATION OF THE MOU:

12.1. The MOU will come into effect on the day on which it is signed.

12.2. The term of the MOU will be three years from the effective date.

13. AMENDMENT:

This MOU may be amended by mutual consent of both the parties.

14. TERMS & CONDITIONS:

This MOU shall continue in full force and effect for a period of three years from the date of signing and can be terminated by either party by giving one (1) months prior notice to the other party. The INSTITUTE will not enter into an agreement with/or share the research work undertaken by this MOU with any third party without prior permission of the COMPANY. In case, the INSTITUTE wishes to share or disclose the information with any third party, it can be done only after making good the loss suffered by the COMPANY in this behalf.

15. OBLIGATIONS OF THE COMPANY:

The company obtain and keep valid all applicable authorized, consents, approvals, licenses, and clearance that are necessary for the performance of its obligations set out in this MOU. Further, the company will be solely responsible for any ill effects of the product due to human consumption including for the claims and damage. The INSTITUTE will neither be responsible for the quality parameters of the products nor for its ill effects including for claims and damages.

IN WITNESS WHEREOF the "COMPANY" and the "INSTITUTE" named above have set their respective hands and signed this MOU at Solapur in presence of attesting witness, signing as such on the day mentioned herein below.

Signed by:

Signature

Ashish



Date : 16.10.2017

Director, Scientific Affairs
Aadhaar Life Sciences Private Limited

In the presence of

Witness

Signature

[Signature]

Date 16.10.2017

Name: Y. S. Thorat

7/1, Vardhman Nagar
Rupabhavani Road, BhavaniPeth,
Solapur - 413002

Signature

[Signature]



Date 16.10.2017
Principal / Head of Institute
D.S.T.S Mandal's College of
Pharmacy, Solapur
Principal
D.S.T.S. Mandal's College of Pharmacy
Solapur

Witness

Signature

[Signature]
16/10/17

Date

Name: A.M. Ansari

Vijapur Road,
Jule Solapur -1,
Solapur 413004

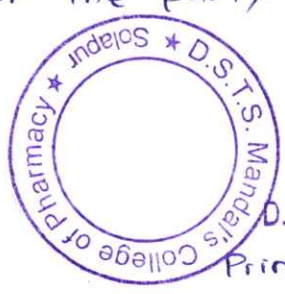
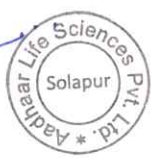
ANNEXURE A

Sr. No.	Title of the Project	CMD COMPANY	Principal / Head INSTITUTE	Chief Investigator
1.				

Extension of validity of MoU

It is agreed upon by both parties to extend the period of validity of this MoU till the withdrawal of the MoU by either party at least 6 months in advance from the effective date of termination upon written notification signed by the competent authority of the party initiating termination.

Ashish



[Signature]

Principal
D.S.T.S. Mandal's College of Pharmacy
Solapur

Director, Scientific Affairs
Aadhar Life Sciences Pvt. Ltd.,
Solapur.

Date: 01.10.2020

Principal,
D.S.T.S. Mandal's College of
Pharmacy, Solapur.

Date - 01.10.2020

In the presence of,

Witness -

1) Signature *[Signature]*
Date: 01.10.2020
Name: Dr. Y.S. Thorat

1) Signature - *[Signature]*
Date: 01/10/2020
Name: Ansari A.M.

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("**Agreement**") is made and effective from ____ day of _____ (Month here), 201__ at Solapur.

By and Between

Aadhaar Life Sciences Private Limited., a Company incorporated under the Indian Companies Act 1956 and having its registered office at 'Prasad', 7/1, Vardhman Nagar, Rupabhavani Road, Bhavani Peth, Solapur – 413002, MH, India. [Hereinafter referred to as "**COMPANY**" which means and includes its representatives, successors-in-interest and assignees wherever the context so permits] of one part.

And

D.S.T.S Mandal's College of Pharmacy, an educational institute incorporated under section 12 of the Pharmacy Act, 1948 and approved by the Pharmacy Council of India, having its institute at Vijapur Road, Jule Solapur – 1, Solapur – 413004, MH, India [hereinafter referred to as "**INSTITUTE**" which means and includes, its representatives, successors-in-interest, contract partners, and assignees wherever the context so permits] of the second part.

[**COMPANY** and **INSTITUTE** are collectively referred to as "Parties" and individually as "Party"]

WHEREAS, the scope of work between parties may include, but are not limited to the following:

- Service work provided by **INSTITUTE** for research performed either at **COMPANY** or **INSTITUTE** site;
- Research contracts financed by **COMPANY** for research performed at **COMPANY** or **INSTITUTE** site and;
- Joint research projects (funded/financed) by a third party submitted by both parties to this agreement.

The parties may disclose certain confidential and proprietary information and data to each other in whatever form, (whether tangible, verbally communicated, physically and electronically communicated or disclosed in writing or otherwise including without limitation information disclosed by samples) which has been or will be disclosed by the either Party and / or its directors, officers, managers, members, employees, representatives, agents and advisors, during the term of this Agreement relating to, but not limited to financial and other business information, invention, process, design, trade secret, product sample, know-how, test, formula, manufacturing process, specification, drawing, schematic and other technical document, literature, technical report, customer and product development plan, forecast, strategy and other data.

AND WHEREAS, except as otherwise specifically provided herein, all information disclosed by one party (in such capacity, the "**Disclosing Party**") to the other party (in such capacity, the "**Receiving Party**") relating to the Disclosing Party's products and /or its business operations and the results, reports, etc. of testing and evaluation of any such information shall constitute "**Proprietary Information**".

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable considerations, receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. The disclosing party shall disclose and supply its Proprietary Information to the Receiving Party solely for the purpose of assisting the Receiving Party with respect to the technical consultation services for the defined product development activities that would be appropriate and mutually beneficial.
2. In consideration of the Disclosing Party's disclosure and supply of Proprietary Information, each party, as a potential Receiving Party, agrees that, from the date of such disclosure, it;
 - a) shall use the disclosing party's proprietary information exclusively for the limited purpose of making the determination described in the first paragraph hereof; and
 - b) shall not disclose, without the express written consent of the Disclosing Party, any Proprietary Information, including the existence of this agreement or the interest of the Disclosing Party in exploring the possibility of entering into a business relationship with the Receiving Party, to any person other than to those employees of the Receiving Party who will be directly involved in
 - i. making such determinations or
 - ii. performing the evaluations related thereto.
3. Each party, as a potential receiving party, agrees to advise those of its employees who receive Proprietary Information that such information
 - a) is proprietary and confidential to the Disclosing Party and are bound by the confidentiality obligation under this agreement.
 - b) shall not be disclosed to anyone except as authorized herein. Each party further agrees to take such reasonable precautions as it normally takes with its own Confidential and Proprietary Information to prevent unauthorized disclosure or use of such Proprietary Information but in any event no less than a reasonable degree of care.
4. In the event that the Receiving Party becomes legally compelled to disclose any Proprietary Information, it will provide the Disclosing Party with prompt advance notice in writing so that the Disclosing Party may, at its discretion, intervene prior to disclosure. Should the Receiving Party be compelled by such legal process to disclose the Proprietary Information, the Receiving Party may disclose only the portion of the Proprietary Information which it is compelled to disclose and the Receiving Party will exercise its reasonable commercial best efforts to obtain reliable assurance that confidential treatment will be accorded such Proprietary Information.
5. Notwithstanding any of the foregoing, the term "Proprietary Information" and the obligation of confidentiality associated therewith shall not apply to the following information;

- a) information which, at the time of the Disclosing Party's disclosure to the Receiving Party, is in the public domain;
 - b) information which, after the Disclosing Party's disclosure to the Receiving Party, enters the public domain, except where such entry is the result of the Receiving Party's breach of this agreement or otherwise is the result of any unauthorized disclosure by any of its employees;
 - c) information which, prior to the Disclosing Party's disclosure to the Receiving Party, was already in the Receiving Party's possession; which was evidenced by written records or
 - d) information which, is obtained by the Receiving Party from a third party which is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to the Disclosing Party with respect thereto.
6. Without the Disclosing Party's prior written consent, the Receiving Party shall not reproduce samples of any product provided by the Disclosing Party.
 7. Upon the written request of the Disclosing Party or on termination, the Receiving Party shall immediately either return to the Disclosing Party, or destroy, all information of the Disclosing Party, in accordance with the instructions of the Disclosing Party, including all notes, summaries, samples and translations that have been made regarding such information, and all copies of the foregoing. In the event destruction is requested by the Disclosing Party, the Receiving Party shall certify such destruction in writing.
 8. But party understands and acknowledges that nothing herein requires either party to proceed with any proposed transaction or relationship.
 9. Each party further understands and acknowledges that, any unauthorized disclosure of any portion of Proprietary Information shall cause irreparable injury to the Disclosing Party and that no adequate or complete remedy shall be available to the Disclosing Party to compensate for such injury. Accordingly, each party hereby acknowledges that the Disclosing Party shall be entitled to injunctive relief in the event of such unauthorized disclosure by the Receiving Party or any of its employees in addition to whatever remedies it might have at law. In addition, the Receiving Party shall indemnify the Disclosing Party from any loss or harm, including, without limitation, reasonable attorney's fees resulting from any breach or enforcement of the receiving Party's obligations hereunder or unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.
 10. Without the prior written consent of the other party, neither party shall disclose to any third party either the fact that the disclosures contemplated in this Agreement are taking place or have taken place or any of the terms, conditions or the status thereof at any time or any other facts in respect of a possible transaction between the parties.
 11. Nothing in this agreement shall be interpreted expressly or impliedly granting either party any license with respect to the information or any patent applications or other rights and the Disclosing Party shall retain all Intellectual Property Rights in respect of the Proprietary Information disclosed and related improvements. The Receiving Party understands and acknowledges that neither the Disclosing Party nor any of its agents is making any representation or warranty, express or implied, as to the accuracy or completeness of the proprietary information or shall have any liability to the Receiving Party hereunder resulting from the Receiving Party's use of the Proprietary Information.

12. Any notice, request or other communication permitted or required under this agreement shall be in writing, shall be deemed given only if hand delivered or sent by reputed courier, cost prepaid or by fax address to the parties at their respective addresses first set forth above.
13. This agreement can be varied or amended only by an agreement in writing signed by both the parties hereto.
14. This agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.
15. No waiver or modification of this agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver.
16. Neither party shall assign its rights or delegate its duties under this agreement either in whole or in part without the prior written information of other party. Any attempted assignment or delegation without such information will be void.
17. This agreement can either be terminated by mutual discussions with either party giving 2 (two) month's prior written notice to such other party. However, the confidentiality obligations contained in this agreement shall survive for a period of 5 (five) years from the termination or expiry of this agreement, unless otherwise specified.
18. The parties agree that they shall in good faith work towards implementation of this agreement and any dispute arising out of or in relation to this agreement shall be first attempted to be resolved amicably by mutual negotiations, failing which such dispute shall be settled through arbitration at Pune by the sole Arbitrator and Conciliation Act, 1996. The arbitration shall be conducted in English language and the decision given by the arbitrator shall be final and binding upon the parties. The arbitration shall be governed as per the Arbitration and Conciliation Act, 1996.
19. This agreement shall be governed and construed in accordance with laws of India, without reference to its conflict of law's provisions. Subject to clause 18, Courts at Pune alone shall have exclusive competent jurisdiction.
20. If any of the provisions of this agreement is proved to be illegal or invalid, the same shall not affect the legality or validity of any other provisions of the agreement.
21. This agreement is executed and signed in two counterparts, each of which when executed and delivered shall be deemed to constitute an original.

IN WITNESS WHEREOF, the parties hereby execute this agreement by their duly authorized representative as of the date first above written.

Aadhaar Life Sciences Private Limited


Signed By:




Mr. Ashish Tapadiya
Director, Scientific Affairs

D.S.T.S. Mandal's College of Pharmacy

Signed By:


Principal
D.S.T.S. Mandal's College of Pharmacy
Solapur

Name:
Title:

---- END OF DOCUMENT ----