

**Memorandum of Understanding**

**Gujarat University**

**(GU)**

Navrangpura, Ahmedabad-380009, India



And

**GeneXplore Diagnostics and Research Centre Pvt. Ltd.**

(1201-1210, 12<sup>th</sup> Floor, Iconic Shyamal, Shyamal Cross Road, Shyamal,  
Ahmedabad -380015, Gujarat, India.)



**Genexplore Diagnostics & Research Centre Pvt. Ltd.**

February 2024

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## Memorandum of Understanding

This AGREEMENT is entered into on the (date on which) between:

### **GeneXplore Diagnostics and Research Centre Pvt. Ltd.**

(1201-1210, 12<sup>th</sup> Floor, Iconic Shyamal, Shyamal Cross Road, Shyamal, Ahmedabad -380015, Gujarat, India.)

And

**Gujarat University (GU)**, a premier State University, is located at Navrangpura, Ahmedabad-380009.

**GeneXplore Diagnostics and Research Centre Pvt. Ltd.** and **GU** have been individually referred to as 'PARTY' and collectively called 'PARTIES' hereafter.

**GeneXplore Diagnostics and Research Centre Pvt. Ltd. (GENEXPLORE)** was established in the year 2013 to cater the need of Medical Fraternity. Genexplore diagnostic and Research Centre Pvt. Ltd., is committed in catering the growing need and delivering the best of technologies for clinicians' disposal. With the help of state of art facility and high end instrumentations, along with a decade long experience in clinical genetics we help clinicians to unravel the molecular and genetic cause of manifestations. **We are in capacity to cater complete spectrum of Genomics from basic Karyotype, FISH, Single gene disorders, Infectious disease, Microarray based analysis and NGS based panel studies.** Experienced and qualified team is the strength of centre and provides expert opinion on classical cytogenetic and molecular genetics services. Dedicated effort of team will deliver the best outcomes and highest quality service through the creative ideas, interdisciplinary approach and research.

The centre not only provides precise diagnosis but is also involved in research to improve the tools of diagnosis and increase the high through puts.

**Gujarat University (GU)** was established on 23<sup>rd</sup> November 1949 as a state University at Ahmedabad under the Gujarat University Act 1949 of the state government. It is an affiliating university for post-graduate and research-level courses. It also encourages novel courses and research ideas GU developed high-end

sophisticated instrument facilities for research purposes. The Department of Chemistry has good laboratories for organic and analytical chemistry-related research work, and the present facility for In-silico study and all basic facilities for research, in addition to that, it has a well-equipped research centre (Five floors building with required sophisticated analytical instrument facility). As a premier university, GU strives to accommodate novel ideas and innovative strategies in teaching and encourages high-impact research in various scientific disciplines to cater to emerging challenges of academic endeavours, research and development.

### **Association of GENEXPLORE and GU for Innovation, Collaborative Research Wook/Projects, Students Training for Skill Development, Job Placement and Entrepreneurial Ecosystem**

All Parties are agreeing to encourage the following activities:

1. Create an ecosystem that stimulates innovative/novel ideas.
2. Develop incubation centre(s) and technology laboratories/research station for novel, innovative and value added products, process or service particularly in areas of advances in Chemistry, (including Green Chemistry, Bio-active Molecules), Life Sciences including all basic sciences, Genetics, Molecular Biology, Nanotechnology, Bioinformatics, Cheminformatics and associated areas of applications including ICT and renewable energy sectors.
3. GU and GENEXPLORE will work to develop GENEXPLORE-GU entrepreneurship incubation center and a research laboratory research station to contribute and cater the above mentioned areas.
4. Help entrepreneurs in different stages of their entrepreneurial journey, particularly at the stages of grooming and ideation, screening of business proposals/projects and also selection of project proposals that can be adapted for incubation and provide incubation facilities for the potential entrepreneurs.
5. Jointly organize workshops/training & capacity building programs/seminars/networking events, discussions, etc.
6. GENEXPLORE and GU will work together in different stages of the ecosystem to promote innovations and entrepreneurial opportunities. GENEXPLORE will play a lead role at Spark-Up, Ideation, shortlisting potential enterprising projects and candidates. Whereas, GU will play a lead role in grooming and incubation of the projects and any technical evaluation

- and assessment required during incubation stages, GENEXPLORE together with GU will also facilitate and promote inter-institutional collaborations if it is required, on mutually agreed terms and conditions.
7. GU will help the GENEXPLORE to use its research and other facilities, library and other resources for conducting short term training programs as and when required, on mutually agreed terms and conditions.
  8. GU will take a lead role in conducting the pre-requisite training and courses required for incubation and subsequent piloting.
  9. GU will provide extended help in developing products where GU has appropriate expertise and special skills.
  10. GENEXPLORE will facilitate other requisites including entrepreneurial orientation training, identifying potential experts and industrial linkage as and when required.
  11. GENEXPLORE scientists' may provide two to three months training to a selected number of students of the department for various technical aspects in molecular biology and Genetics; which may enable them to be ready for the interview.
  12. Some topics of industrial interest will be given to the students for preparation.
  13. GENEXPLORE experts will identify the areas of improvement for the students to make them competent for industrial needs. The same would also be communicated to the faculty members.
  14. Some collaborative research work/project can also be done by mutual agreement depending on the nature of the project. Also, some Ph.D. students may be helped in their projects by providing technical guidance. However, this will be applicable only if two parties agree.
  15. GENEXPLORE sponsored candidates will be allowed to get Ph.D. from GU.
  16. The instrument facility available at the department may be used by industry and vice-versa by mutual understanding or by paying nominal charges of the consumables.
  17. This agreement will end after three years and the same shall be further extended with the mutual consent of both parties. However, any amendment/proposal midway course corrections required for better outcomes in terms of progress and quality of the mutual cooperation can be put for amendment on a yearly basis.

18. From the GENEXPLORE, at present Dr. Shiva Shankaran Chettiar, Director will be the main coordinating person, M : +91 9586022557, email: info@GeneXplore.co.in

From GU, will be Registrar, M. +91 9978408007, email: registrar@gujaratuniversity.ac.in, Gujarat University, Ahmedabad.

From Department of Chemistry, will be Head of Department, M. +91 9925471963, email : pranavs@gujaratuniversity.ac.in and Dr. Hitesh D. Patel, Professor, Department of Chemistry will be the main coordinator, M. +91 9428417765, email: hdpatel@gujaratuniversity.ac.in.

From Department of Zoology, will be Head of Department, M. +91 9898240090, email: linzbuoy@yahoo.co.uk and Dr. Devendrasinh Jhala, Professor, Department of Zoology will be the main coordinator, M. +91 9824240644, email: ddjhala@gmail.com; ddjhala@gujaratuniversity.ac.in.

## **2. CONFIDENTIALITY**

2.1 All parties agree to treat the information relating to the other organization as confidential pursuant to the terms of this AGREEMENT. This AGREEMENT concerns information relating to various stages i.e. Grooming, Spark-up, Incubation and Spin off to create a vibrant entrepreneurial ecosystem. It includes and is not limited to (i) details as mentioned above, (ii) any information and GU Mentor creates during any of the above program (iii) any information that GENEXPLORE discloses under any of the above program.

2.2 GENEXPLORE and GU agree for not disclosing any type of confidential material, knowledge, or information. The parties may like to share this with one another but may decide not to disclose it to any third party. This NDA creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

As such, an NDA protects non-public business information.

## **3. INTELLECTUAL PROPERTY**

3.1 Both the parties hereby agree to share all rights, title and interest in any INTELLECTUAL PROPERTY created under the planned under this MoU. The property can be shared with the GENEXPLORE/GU affiliates after mutual consent and due diligence. However, Intellectual Property developed by the independent entrepreneur during the process that lead to his own spin-off company can be discussed separately and shared within the parties through mutual agreement.

3.2 "Intellectual Property" means all forms of legal rights and protection relating to the above program and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patent, patent applications, provisional patent applications, design patents, PCT filings invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published works ("Copyrights"), and all applications, registrations, issuances, divisional, continuations, renewals, re-issuances and

extensions of the foregoing. Both, GENEXPLORE and GU mentors hereby assign and will assign to each other, depending on the mutual agreement all rights, title and interest in the Proprietary Information, Patents, and Copyrights, which contain or are based on CONFIDENTIAL

### **3.3 Patents based on above Activities**

GENEXPLORE and GU agree that if GENEXPLORE decides to file a Patent encompassing proprietary information, GENEXPLORE shall name any GU Mentor/inventor on the Patent GENEXPLORE files and vice-versa. GU and GENEXPLORE agree that at the request of each other shall require concerned Mentor to (a) assign and convey to GENEXPLORE/GU or GENEXPLORE/GU nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist GENEXPLORE/GU and its agents in preparing patent applications in all countries of the world covering the improvements or inventions, (c) sign and deliver all said applications and assignments of the improvements or inventions to GENEXPLORE/GU and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by GENEXPLORE/GU to the end that GENEXPLORE/GU may obtain, extend, reissue, maintain and enforce Patents in all countries of the world covering said patentable improvement and invention. Each party agrees to bear all their respective expenses to be incurred on the performance of (a) through (d) above. GU mentor agrees to disclose promptly and fully to GENEXPLORE and its attorneys Proprietary Information created by the GU mentor and vice-versa.

### **3.4 Intellectual Property Developed by Start-ups**

Intellectual property developed by the individuals start-up will be treated as the property of the start-up when it spinoff to become a company. In case of use of any intellectual property either of GENEXPLORE or GU or of both by the start-up, a separate licensing arrangement will be entered into with the concerned parties on a case basis.

### **3.5 Equity Holding in Start-ups**

As regards the debt/equity/commission/royalty arrangements with the start-up, it would be taken up as case to case basis.

### **3.6 Termination Clause**

The agreement can be terminated at any point of time with mutual consent without any liability to either party. This AGREEMENT is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:



This Understanding is hereby accepted and agreed to by each PARTY's Authorized Representative as indicated below:

**Gujarat University, Ahmedabad**

Signature: \_\_\_\_\_

**Dr. Piyush Patel**  
Registrar

  
Registrar  
Gujarat University  
Ahmedabad-380 009.

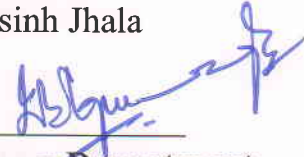
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**Professor, Department of Zoology**  
Dr. Devendrasinh Jhala



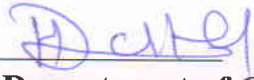
Signature: \_\_\_\_\_

**Head of Zoology Department**



Signature: \_\_\_\_\_

**Professor, Department of Chemistry**  
Dr. Hitesh Patel



Signature: \_\_\_\_\_

**Head of Chemistry Department**



**Date:**

In the presence of,  
Witness:



**Dr. Nirja Gupta**  
Hon. Vice Chancellor, GU

Vice-Chancellor  
Gujarat University  
Ahmedabad-380 009.

**GENEXPLORE, Ahmedabad**

Signature: \_\_\_\_\_

**Dr. Shiva Shankaran Chettiar**  
Director



For, Genexplore Diagnostics  
& Research Centre Pvt. Ltd.

Director/Authorised Signatory

In the presence of,  
Witness:



**Mr. Ashok Patel**  
C.E.O. GENEXPLORE

