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सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ33551809944632W
Certificate Issued Date : 21-Feb-2024 10:07 AM
Account Reference : SHCIL (FI)/ gjshcil01/ SATELLITE/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJSHCIL0188910824644135W
Purchased by : VIVEK GHATE
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : MOU FOR RESEARCH PURPOSE
Consideration Price (Rs.) : 0
(Zero)
First Party : SHUKRA LABORATORIES
Second Party : GUJARAT UNIVERSITY
Stamp Duty Paid By : SHUKRA LABORATORIES
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



₹500

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Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING



Gujarat University

Navrangpura

Ahmedabad-380009, Gujarat, India

And

SHUKRA
LABORATORIES

Shukra Laboratories

(Unit of Shukra Pharmaceuticals Limited)

Prahaladnagar, Ahmedabad

Gujarat- 380015

21st February, 2024

MEMORANDUM OF UNDERSTANDING

This AGREEMENT is entered into on 21st February, 2024 between:

Shukra Laboratories (SL), Unit of Shukra Pharmaceuticals Limited, 3rd Floor, CAMPS
Corner 1, Prahalad Nagar, Ahmedabad – 380015, Gujarat.

And

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

SL and GU has been individually referred to as ‘PARTY’ and collectively called ‘PARTIES’
hereafter.

Shukra Laboratories (SL) is a Unit of Shukra Pharmaceuticals Limited situated at Prahalad
Nagar, Ahmedabad. SL is an integrated chemical testing, research and development
laboratory providing analytical, microbiological and formulations services. SL offers
advanced material and product testing services for a variety of industries including
pharmaceutical, cosmetics, personal care, nutraceuticals, supplements, chemicals, speciality,
and AYUSH products. The analytical division of the SL is accredited by NABL (ISO/ IEC
17025); FDCA, Gujarat State; ISO 9001:2015; and GLP. SL houses the state-of-the-art
equipment and instruments for carrying out research and development activities, and new
product development.

Gujarat University (GU) was established on 23rd November 1949 as a state University at Ahmedabad under Gujarat University Act 1949 of the state government. It is an affiliating university for under-graduate, 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 having good laboratories for organic and analytical chemistry related research work, and at present facility of *in silico* study and all basic facility for research, in addition to that, it has well equipped research center (five floors building with required sophisticated analytical instrument facility). As a premier university, GU strives to accommodate novel ideas and innovative strategy in teaching and encourages high impact research in various scientific disciplines to cater emerging challenges of academic endeavors, research and development.

Association of SL and GU for Innovation, Collaborative Research Work/ 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 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, Bio-analytical, Polymer, Supramolecular), Pharmaceutical Sciences, Life Sciences, Nanotechnology,

Bioinformatics, Cheminformatics and associated areas of applications including ICT and renewable energy sectors.

3. GU and SL will work to develop SL-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. SL and GU will work together in different stages of the ecosystem to promote innovations and entrepreneurial opportunities. SL 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, SL 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 SL 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, skill development and subsequent piloting.
9. GU will provide extend help in developing products where GU has appropriate expertise and special skills.
10. SL will facilitate other requisites including entrepreneurial orientation training, identifying potential experts and industrial linkage as and when required.
11. SL scientists' may provide two to three months training to a selected number of students of the department for various technical aspects in organic/analytical Chemistry; 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. SL 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. SL sponsored candidates will be allowed to get Ph.D. from GU, subject to the rules and regulations of Gujarat University and UGC.

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 be reviewed at the end of every three years. However, any amendment/propose midway course corrections required for better outcome in terms of progress and quality of the mutual cooperation can be put for amendment on a yearly basis.

2. CONFIDENTIALITY

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 SL discloses under any of the above program.

SL 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

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 SL/ 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.

“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 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, SL 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 INFORMATION.

Patents based on above Activities

SL and GU agree that if SL decides to file a Patent encompassing proprietary information, SL shall name any GU Mentor/inventor on the Patent SL files and vice-versa. GU and SL agree that at the request of each other shall require concerned Mentor to

(a) assign and convey to SL/ GU or SL/ GU nominee, his entire rights, title and interest in and to said improvements and inventions,

(b) assist SL/ 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 SL/ GU and

(d) give all information and testimony, sign all papers and do all things which may be needed or requested by SL/ GU to the end that SL/ 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 SL and its attorneys Proprietary Information created by the GU mentor and vice-versa. However, it is made clear that this clause shall entitle both the parties to discuss and decide the concerned person to be named as the first proposer for patent application.

Intellectual Property Developed by Start-ups**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.

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:

4.0 NON-EXCLUSIVITY

The relationship of the Parties under this MOU shall be non-exclusive and both Parties, including their affiliates, subsidiaries and divisions, are free to pursue other MoUs or agreements or collaborations of any kind.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
For Shukra Laboratories

Signature: A. D. Modi

Name: Arunesh Modi

Designation: Manager

Date: 21/02/2024

Witness 1

Signature: M. Vivek Ghata

Name: Dr. Vivek Ghata

Designation: Head, R&D

Date: 21/02/2024

Witness 2

Signature: Bhargav A. Devliya

Name: Bhargav A. Devliya

Designation: Trainee

Date: 21/02/2024

On behalf of
For Gujarat University

Signature: [Signature]

Name: _____

Designation: Registrar
Gujarat University
Ahmedabad-380 009.

Date: _____

Witness 1

Signature: Hitesh D. Patel

Name: Hitesh D. Patel

Designation: Professor

Date: 22/02/2024

Witness 2

Signature: [Signature]

Name: Dr. M. M. Maisuria

Designation: Professor

Date: 21/2/2024