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Purchased by

Pharmace Research Laboratory Pvt Ltd

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

Memorandum of Understanding

Consideration Price (Rs.)

0

(Zero)

First Party

Pharmace Research Laboratory Pvt Ltd

Second Party

Gujarat University

Stamp Duty Paid By

Pharmace Research Laboratory Pvt Ltd

Stamp Duty Amount(Rs.)

500

(Five Hundred only)







0028649533

Memorandum of Understanding

Gujarat University

(GU)

Navrangpura, Ahmedabad-380009, India



And

PharmACEResearch Laboratory Pvt. Ltd.

(495/2, Bhagyalakshmi Industrial Estate, Nearmanpasand Weigh Bridge, Rakanpur-382721, Gandhinagar, Gujarat, India)



February2024

Memorandum of Understanding

This AGREEMENT is entered on the Date 21/02/2024 between:

Pharmace Research Laboratory Pvt. Ltd., Gandhinagar (495/2, Bhagyalakshmi Industrial Estate, near Manpasand Weigh bridge, Rakanpur-382721, Gandhinagar, Gujarat, India)

And

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

Pharmace Pvt. Ltd. and GU have been individually referred to as 'PARTY' and collectively called 'PARTIES' hereafter.

Pharmace Research Laboratory was established on 27th September 2015 with an aim to provide the best research-based solutions to the pharmaceutical industry globally. Since inception, we have continuously advanced in the research and development of pharmaceutical reference standards synthesis, characterization and providing its sample for testing and analysis purposes globally. The company is involved mainly in the synthesis of drug standards, impurity standards, metabolite standards, medicinal chemistry, novel drug library and drug discovery projects. The company has set up a state-of-the-art research laboratory in Gandhinagar and caters to any sort of chemistry-based work globally.

Gujarat University (GU) was established on 23rd 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 Pharmace Pvt. Ltd. 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:

Create an ecosystem that stimulates innovative/novel ideas.

- 2. Develop technology laboratories/research stations for novel, innovative and value-added products, processes or services, particularly in areas of advances in Chemistry, (including Green Chemistry, Bio-active Molecules, Bio-analytical, Polymer, Supramolecular, Diagnostic and therapeutics), Life Sciences, Nanotechnology, Bioinformatics, Cheminformatics and associated areas of applications including ICT and renewable energy sectors.
- 3. GU and Pharmace Pvt. Ltd. will work to develop Pharmace Pvt. Ltd. -GU entrepreneurship incubation centre and a research laboratory research station to contribute and cater for 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. Pharmace Pvt. Ltd. and GU will work together in different stages of the ecosystem to promote innovations and entrepreneurial opportunities. Pharmace Pvt. Ltd. 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, Pharmace Pvt. Ltd. together with GU will also facilitate and promote inter-institutional collaborations if it is required, on mutually agreed terms and conditions.
- GU will help Pharmace Pvt. Ltd. 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 extended help in developing products where GU has appropriate expertise and special skills.
- Pharmace Pvt. Ltd. will facilitate other requisites including entrepreneurial orientation training, identifying potential experts and industrial linkage as and when required.
- 11. Pharmace Pvt. Ltd. scientists may provide two to three months of training to a selected number of students of the department for various technical aspects of 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. Pharmace Pvt. Ltd. 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/projects 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 the two parties agree.
- 15. Pharmace Pvt. Ltd. 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 viceversa 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/proposed 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 Pharmace Pvt. Ltd., at present **Dr. Kailash Parmar** will be the main coordinating person, M: +91-9924509678, email: info@pharmaceresearch.com
 From GU, will be Registrar, M. +91 9978408007, email: registrar@gujaratuniversity.ac.in, Gujarat University, Ahmedabad. From the Department of Chemistry, will be Head of Department, Prof. Pranav Srivastav M. +91 9925471963, email: pranavs@gujaratuniversity.ac.in and Prof. Hitesh D. Patel, professor, Department of Chemistry will be the main coordinator, M. +91 9428417765, email: hdpatel@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 that GU Mentor creates during any of the above programs (iii) any information that Pharmace Pvt. Ltd. discloses under any of the above programs.
- 2.2 Pharmace Pvt. Ltd. and GU agree not to disclose 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 plan under this MoU. The property can be shared with the Pharmace Pvt. Ltd. /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, Pharmace Pvt. Ltd. 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 the above Activities

Pharmace Pvt. Ltd. and GU agree that if Pharmace Pvt. Ltd. decides to file a Patent encompassing proprietary information, Pharmace Pvt. Ltd. shall name any GU Mentor/inventor on the Patent Pharmace Pvt. Ltd. files and vice-versa. GU and Pharmace Pvt. Ltd. agree that at

the request of each other shall require the concerned Mentor to (a) assign and convey to Pharmace Pvt. Ltd. /GU or Pharmace Pvt. Ltd. /GU nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist Pharmace Pvt. Ltd. /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 Pharmace Pvt. Ltd. /GU and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by Pharmace Pvt. Ltd. /GU to the end that Pharmace Pvt. Ltd. /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 Pharmace Pvt. Ltd. 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 individual start-up will be treated as the property of the start-up when it is spun off to become a company. In case of use of any intellectual property either of Pharmace Pvt. Ltd. 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. Pharmace Pvt. Ltd., Gandhinagar

Signature:

Dr. Kailash Parmar

Director

Signature:

Signature:

Head of Chemistry Department

Date:

In the presence of,

Witness:

In the presence of,

Witness:

Dr. Nirja Gupta

Hon. Vice Chancellor, GU

Director, Pharmace Pvt. Ltd.

Vice-Chancellor **Gujarat University** Ahmedabad-380 009.

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