



Memorandum of Understanding

This **Memorandum of Understanding ("Agreement")** is entered into on 9th March 2024 (**"Execution Date"**):

BY AND BETWEEN

Faculty of Pharmacy, having its campus at Uttar Pradesh University of Medical Sciences, Saifai, Etawah, Uttar Pradesh, 206130, India, (hereinafter referred to as "FAP, UPUMS", which expression shall be deemed to include its successors and permitted assigns).

And

Siemens Laboratories India, Gurugram a company incorporated under the Companies Act, 1998 and having its principal place of business at 59, IDC, Mehrauli Road, opposite Sector-14, Gurugram, Haryana 122002, India (hereinafter referred to as "SLI" which expression shall be deemed to include its successors and permitted assigns).

UPUMS and **SLI** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

The Institute offers multi-disciplinary programs, and B. Pharmacy is designed to be industry relevant. As a result of this student-centric approach, UPUMS is renowned as one of the best government institutes in the North India region. From Medical Education, Nursing and Paramedical programs to pharmaceutical technologies, UPUMS is a veritable cornucopia of educational and health services. SLI engaged in the business of providing contract research services to support the discovery and development of pharmaceutical/ World class product.

1. OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are:

- a. To promote interaction between the company and Faculty of Pharmacy, UPUMS in mutually beneficial areas of upcoming technologies.
- b. To provide a formal basis for joint collaborative work environment between industry and academia.
- c. To become preferred and trusted partner in the area of knowledge enrichment for mutual benefit.
- d. To facilitate the work for pharmacy students/facilities and vice versa, on projects identified for collaborative business based on the terms and conditions as may be separately agreed upon for each of those identified projects.

- e. To conceptualize research projects to be executed in collaboration on a need basis.
- f. To collaborate to develop the required skills and create a centre of excellence to support this collaborative effort.

2. AREAS OF COLLABORATION

The principal technical and research areas of collaboration between the company and Faculty of Pharmacy, UPUMS are around contemporary pharmaceutical technology areas.

3. PROPOSED MODES OF COLLABORATION

The following primary activities to collaborate are proposed:

3.1. Capability Development

Cross Skilling and up Skilling graduate, postgraduate and Ph. D students, faculty members at both the company and Faculty of Pharmacy, UPUMS campus. SLI shall provide curriculum assistance for specialized courses in consultancy with industry experts.

3.2. Training Program

The training program would be conducted by company for students/ Faculty of Pharmacy, UPUMS to get real time exposure on contemporary pharmaceutical practices and technologies.

3.3. Sponsored Projects

Identify and execute the time-bound and tangible pharmaceutical projects at either of the organization specialty by involving B. Pharm. /M. Pharm./Ph. D students and for faculty.

3.4. Recruitment

Faculty of Pharmacy, UPUMS shall provide a campus area for the company during the currency of this association for recruitment of UPUMS graduate and post-graduate level candidates and will ensure the selected candidates will join the company.

UPUMS shall provide the database of final year students to company for recruitment as per their requirements and eligibility criteria along with a tentative, mutually convenient date for the campus interviews.

3.5. Publication, Product and Patent

Participation in national/international conference would take care of the students. Patent development or Product development would be the company's confidential.

3.6. Workshop, Conclave, Seminars, Lectures and Events

The Company and Faculty of Pharmacy, UPUMS will jointly arrange or participate in the Workshop, Seminars, Competitions and other events at state, national and international level around the area of collaboration.

The company will provide the lectures by company experts on or beyond the pharmacy curriculum at Faculty of Pharmacy, UPUMS campus.

The company will facilitate industry visits of limited number of students to their campuses. The timing of such visit and number of participating students will be mutually agreed.

3.7. Research work leading to M. Pharm./Ph. D

Identify the fine area of pursuit and identify the owner from each side with participants drawn from working professionals from the company and faculty/Graduate/Postgraduate/Ph. D students from Faculty of Pharmacy, UPUMS. Identified company resources could be given preference in M. Pharm. and Ph.D. programs at Faculty of Pharmacy, UPUMS at mutually agreed subsidized rates.

3.8. Laboratory / Centre of Excellence Development

Creating, developing the necessary laboratories / Centre of Excellence (CoE) and other infrastructure at Faculty of Pharmacy, UPUMS Campus.

4. PROPOSED TIMEFRAME

While Faculty of Pharmacy, UPUMS and the Company look forward to a long-term relationship turning into a win- win approach for both parties, we enter into the AGREEMENT for an initial term of Two (2) years and thereafter review and renew the AGREEMENT every year on mutually agreed terms. Strategic and Governance board shall identify the necessary terms of reference for such periodic review.

5. CONFIDENTIALITY

- a. During the period of this AGREEMENT and for a period of two years from the date of disclosure, each party agreed to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed in written within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party.
 - Is received from a third party having no obligations of confidentiality to the disclosing party independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

6. NON-EXCLUSIVITY

The relationship of the parties under this AGREEMENT shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other AGREEMENTs or collaboration of any kind.

7. TERMS AND TERMINATION

This AGREEMENT may be amended or terminated early by mutual written AGREEMENT of the parties at any time. Either party shall have the right to unilaterally terminate this AGREEMENT upon 30 days prior written notice to the other party. However, no such early termination of this AGREEMENT, whether mutual or unilateral, shall affect the obligations of the participants under any Research AGREEMENT. Neither party is entitled to any compensation in the event of termination of this AGREEMENT.

8. COSTS OF THE AGREEMENT

Each party shall bear the respective costs of carrying out the obligations under this AGREEMENT.

9. SIGNED INPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

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
Faculty of Pharmacy UPUMS
By:

On behalf of
Siemen Laboratories India
By:

Name:
Title:
Date:
Witness:

Upum
9/3/2024

Name:
Title:
Date:
Witness:

Proprietor
9/3/2024