

छत्तीसगढ़ CHHATTISGARH

M 988593

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**SLT Institute of Pharmaceutical Sciences,  
Guru Ghasidas Vishwavidyalaya, Bilaspur, C.G.**

And



For

Facilitating collaborative research & development in the areas of new drug discovery, Formulation Development, clinical studies and Industry academia interaction for teaching and research



**PREAMBLE**

Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. has arrived at a mutual understanding for cooperation and joint research in the areas of drug discovery and development and other areas as may be decided from time to time. This memorandum of understanding between the parties is to collaborate and conduct research on areas of mutual interest as may be agreed upon in separate agreements. This understanding also envisages

- a) Faculty exchange programs between Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. scientists for closer interactions.
- b) Zim Laboratories Ltd, Nagpur will sponsor collaborative research projects on specific areas of research to suitable candidates involved in the research. There shall also be periodical meetings of students and supervisors, subject to mutual consultation of both parties.
- c) The detailed modalities of the working of individual projects shall be arrived at after mutual discussion and documented separately as project specific agreement / contracts before taking up the project and it shall form a part of this Agreement.

**3. OBLIGATIONS OF THE PARTIES:**

- 3.1 The results of this agreement and research data which are collected, compiled and evaluated under this Agreement shall be shared and mutually exchanged by Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. Research findings as a result of this agreement will be published in the public interest. However, Zim Laboratories Ltd, Nagpur will hold editorial rights for the same, wherever need for protection of intellectual property generated through such work is indicated to safeguard mutual interests.
- 3.2 As a result of this agreement the instruments & equipments available at the respective facilities shall be shared mutually, by Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.
- 3.3 Frequent and effective communication is essential to the successful accomplishment of the objectives of this agreement. To this end, the scientific representatives of Zim Laboratories

Handwritten signatures of representatives from Zim Laboratories and SLT Institute.

Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G., shall conduct periodical meetings (minimum half yearly) at the premises of Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. by mutual consultation of both parties.

3.4 This agreement may be supplemented by work plans to be developed jointly, which describe more specifically the activities to be carried out under this cooperative programme and which sets forth the envisaged contribution of each part.

3.5 Any such plan or recommendation that is outside the scope of agreement shall be reduced to writing and referred to the management of each party for appropriate action.

3.6 Any such plan or recommendation so referred shall not be binding on either party unless incorporated into this agreement by amendment.

3.7 Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. may nominate members of their respective staff to work out the practical details of cooperation between the two organisations and in general, to ensure proper and effective implementation of this agreement. Such details, as agreed upon, will be confirmed by exchange of letters between the parties and such letters should be signed and acknowledged by both the parties and shall form part of this agreement.

**4. TERM**

This agreement will be in effect initially for a period of 3 (three) years from the date of signing of this agreement by both the parties and may be renewed further if mutually agreed. Either party may terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such notice must be received by the other party 3 (three) months prior to the effective termination date.

Termination of this agreement shall not affect the obligation as stated under Clause-5 and Clause-7 of this agreement and the same shall be binding on the parties in perpetuity.

**5. CONFIDENTIALITY**

The parties recognize that, by virtue of this agreement, they may be given and have access to Confidential Information, and other proprietary information. They undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authorities or with proper

*[Handwritten signatures]*



authority or for the purpose of executing this Agreement) or use or exploit for any purpose whatsoever, any of the Confidential Information they may receive or obtain as a result of entering into this Agreement, and shall use reasonable endeavours to prevent its officers, employees or agents if any from doing so. This obligation and restriction shall continue to apply without limit in point of time but shall cease to apply to information or knowledge, which may properly come into the public domain through no fault of the parties, or was already known.

**6. INDEMNIFICATION**

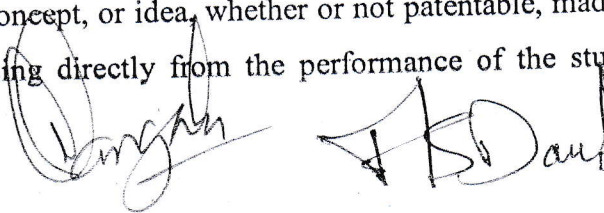
6.1 **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. , shall indemnify and hold Zim Laboratories Ltd, Nagpur harmless from liability resulting from the negligent acts or omissions of SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. , its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this agreement; provided however, that SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. , shall not hold Zim Laboratories Ltd, Nagpur harmless from claims arising out of the negligence or wilful malfeasance of Zim Laboratories Ltd, Nagpur , its officers, agents, or employees, or any person or entity not subject to SLT Institute of Pharmaceutical Sciences's, supervision or control.**

6.2 **Zim Laboratories Ltd, Nagpur shall indemnify and hold SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. , harmless from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligation of this agreement, including but not limited to the use by Zim Laboratories Ltd, Nagpur of the results of the study/research; provided however, that the following is excluded from Zim Laboratories Ltd, Nagpur's obligation to indemnify and hold harmless;**

6.3 **The negligent failure of either party, Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. , to comply with any applicable governmental requirements or to adhere to the terms of the research.**

**7. INTELLECTUAL PROPERTY**

7.1 **"Invention" shall mean any discovery, concept, or idea, whether or not patentable, made during the conduct of the study/research, and arising directly from the performance of the study/research,**

  
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including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto.

7.2 Information and disclosures made hereunder are confidential information and the parties shall protect the information accordingly.

7.3 It is recognized and understood that the existing inventions and technologies of **Zim Laboratories Ltd, Nagpur** and **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.**, are their separate property, respectively and are not affected by this agreement and neither party shall have any claims to or rights in such existing inventions and technologies of the other party.

7.4 It is agreed by both the parties that any intellectual property invented during the project, **Zim Laboratories** will take responsibility regarding filing, and processing of collaborative intellectual property, and the intellectual property shall be assigned to Zim on non exclusive basis and those who are involved in the creation of the intellectual property will be the co inventors in the said intellectual property.

**8 Invention Disclosure**

8.1 **Disclosure:** That **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** shall disclose promptly to Zim Laboratories Ltd each Invention, whether or not reduced to practice, which is conceived or learned during the course of the project (either alone or jointly with others) Further it is agreed by **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** that all patent applications shall be filed by Zim Laboratories Ltd during the term of the project.

8.2 That **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** agrees that they will not incorporate, or permit to be incorporated, any Excluded Inventions, Improvements, and Original Works of Authorship, referred to as "Prior inventions" owned by them or in which they has an interest, into a ZIM's product, process without ZIM'S prior written consent, the ZIM is hereby deemed to have been granted and shall have a nonexclusive, royalty free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such "Prior invention", and Original Works of Authorship as part of or in connection with such product, process.

8.3 **COMPANY Property Assignment:** **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the term of the relationship shall be the

*[Handwritten signatures]*



sole property of ZIM, including without limitation all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** further agrees that all services, products and Inventions that directly or indirectly result from engagement with company shall be deemed to have arisen out of the course of the project/research for which this MOU is executed and accordingly all rights associated therewith shall vest in **Zim Laboratories.**

**9. RELATIONSHIP OF PARTIES**

3.8 **Zim Laboratories Ltd, Nagpur and SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G ,** shall act in their independent capacities in the performance of their respective functions under this Agreement and no party is to be considered the officer, agent, or employee of another party.

**10. GOVERNING LAW**

This agreement shall be governed and construed in accordance with the laws of India and jurisdiction limited to courts at Nagpur, India.

**11. ARBITRATION**

Any disputes or disagreement, arising out of, relating to or in connection with the terms and conditions of this agreement whether during the subsistence of this agreement or after its termination, shall be amicably settled between the parties hereto by mutual discussions.

If any question of dispute shall at any time during the Term or thereafter arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach of any provision of this memorandum or the rights or obligations of the Parties hereunder, or regarding any question including the question as to whether the termination of this memorandum by either Party has been legitimate, then the Parties shall attempt to settle such dispute amicably between them by referring the matter to senior management of both Parties. In the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 to be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the parties not being able to concur on the appointment of a sole arbitrator then such sole arbitrator to be appointed as per the provisions of the Indian Arbitration and

Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Nagpur and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award. This Agreement shall be interpreted and governed in all respects by the laws of India and the courts of Nagpur alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this MOU.

## 11. PUBLICATIONS

- 11.1 The parties reserve the right to publish or otherwise make public the data resulting from the study. The party wishing to publish or make public shall submit any such manuscript or release to the other party for comment prior to publication or release.
- 11.2 Neither **SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G.** nor **Zim Laboratories Ltd, Nagpur** shall use the name of the other party or any of its employees in connection with any press release, advertising, promotional literature, or any other publicity matters without the express prior written consent of the other.
- 11.3 Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, but such approval shall not be unreasonably withheld.
- 11.4 Both the parties undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this MOU or at any time thereafter the information or other information disclosed, communicated or given by either of parties to other party relating to the project, whether disclosed or communicated to either of them under this MOU or gained or otherwise acquired by them under or by virtue of or as a result of the implementation of this MOU, to any person, firm, body corporate or authority and shall ensure that the same shall be kept strictly secret and confidential provided, however, that nothing contained in this article shall prevent either of parties from disclosing or imparting the same to the Director and its other senior officers or employees but only in so far as may be necessary for the satisfactory and proper performance and discharge of their duties and responsibilities hereunder : provided further that the Director and Officers or Employees shall prior to such disclosure have given a written undertaking to respective parties in terms previously approved by both the parties, not to



disclose or divulge the information or any documents or other information relating to the manufacture, sale or distribution of the said Products to any person, firm, body corporate or authority.

## 12. NOTICES

All notices required to be given under this agreement and all correspondence with regard to any such notice hereunder shall be in writing and delivered in person, sent by certified mail or telefax transmission to the individuals named.

## 13. AMENDMENT

This agreement may be amended and renewed by the mutual written consent of the parties hereto.

## 14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this agreement shall not affect the validity or enforceability of any other term or provision hereof.

## 15. ASSIGNMENT

3.9 Neither this agreement nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by SLT Institute of Pharmaceutical Sciences, Guru Ghasidas vishwavidyalaya, Bilaspur, C.G. , or Zim Laboratories Ltd, Nagpur without the other's prior written consent. Any attempted assignment will be void.

## 16. FORCE MAJEURE

- (a) Neither of the Parties shall be held liable for non performance or delayed performance of the obligations under this Agreement or part thereof due to any direct or indirect cause, which is outside the reasonable control of either Party, such as an Act of God, Government orders or restrictions, threat of war, warlike conditions, hostilities, mobilization, blockade, embargo, revolution, riot, looting, strike, lockout, epidemic, or fire provided that notice of its inability to perform and causes thereof shall be given immediately by the affected Party to the other Party.
- (b) A Party may claim exemption from the timely performance of obligations due to the occurrence of Force Majeure as defined above. In order to claim such exemption and thus be



excused from timely performance of obligations, notice must be given promptly to the other Party and at the earliest possible date of event of occurrence of Force Majeure.

- (c) A Party claiming relief by reason of such circumstances of Force Majeure must take all reasonable steps to mitigate their length and effect. Promptly after the termination of the circumstances of Force Majeure, the Party claiming relief shall forthwith notify the other Party in writing.

17. COUNTERPARTS

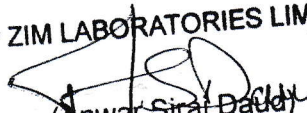
This agreement may be executed in counterparts and those counterparts taken together constitute one and the same instrument.

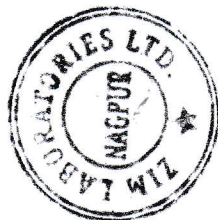
In witness whereof, the parties here to cause this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Signed for and on behalf of  
ZIM LABORATORIES LTD, NAGPUR

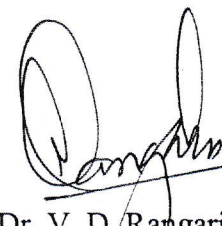
Signed for and on behalf of

For ZIM LABORATORIES LIMITED

  
Name: Mr. Anwar S. Daud  
Managing Director





Designation: Managing Director  
S.T. Institute of Pharm. Sciences  
Guru Ghasidas Vishwavidyalaya,  
Bilaspur (C.G.)

  
Name: Dr. V. D. Rangari

Designation: Head of the Department and  
SLT INSTITUTE OF PHARMACEUTICAL SCIENCES, GURU  
GHASIDAS VISHWAVIDYALAYA, BILASPUR, C.G.

Witness:

  
Dr. Alpana Ram  
Associate Professor  
SLT INSTITUTE OF PHARMACEUTICAL SCIENCES,  
GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR, C.G.

  
Dr. Sarmati Jain  
Associate Professor  
SLT INSTITUTE OF PHARMACEUTICAL SCIENCES,  
GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR, C.G.