

- (1) **Gateway College of Pharmacy**, an institute of Gateway Education, premised at Gateway Campus, Sector – 11, Sonipat, Haryana - 131001 (hereinafter referred to as the **Institute** which expression shall, unless it be repugnant or contrary to the context or meaning thereof, means and include its successors in interest and permitted assign) through its duly authorised representative **Dr. (Col.) A. Garg, Director General, Gateway Education**, of the First Part;

AND

- (2) **SBL Private Limited**, a company incorporated under the provision of the Companies Act, 1956 having its registered office at plot no.3 in sector-12, BHIL, Haridwar-249403, Uttarakhand, and having its corporate office at SBL House, 2, Commercial Complex, Shrestha Vihar, East Delhi - 110092 (hereinafter referred to as "**SBL/Company**" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), through its duly authorised representative **Mr. Pratik Shrestha, Managing Director**, of the Second Part.

The Institute and SBL are hereinafter individually referred to as a **Party** and collectively as the **Parties**.

1. BACKGROUND

Today is the era of globalization and technological volatility and skill building is an important instrument to increase the efficacy and quality of Professionals for improved productivity and social-economic development of the society. Skill-based learning focuses on increasing employability through series of inputs to equip students with appropriate hands-on skills which helps them to be job-ready.

2. PURPOSE

The purpose of this MOU is to outline how **Gateway College of Pharmacy** and **M/s SBL Pvt. Ltd.** will work together to maximize the benefits from their mutual interests as mentioned below:

- to promote interaction between **Gateway College of Pharmacy** and **M/s SBL Pvt. Ltd.** in mutually beneficial areas.
- value added engagement from both parties to enhance the knowledge base of employees of the Company and sharing industry best practices to students & faculties of various disciplines of **Gateway College of Pharmacy**.
- to provide a formal basis for initiating interaction between **Gateway College of Pharmacy** and **M/s SBL Pvt. Ltd.**

3. PROPOSED MODES OF POTENTIAL COLLABORATION

Gateway College of Pharmacy and Company may collaborate through one or more of the following projects or any such other projects as may be mutually agreed in between the Parties:

- Summer internship to Undergraduate/Postgraduate Students of **Gateway College of Pharmacy**.
- Arranging Industrial visits of UG/PG students to its manufacturing location.
- Explore opportunities for joint research programmes undertaken by faculty of **Gateway College of Pharmacy** and **M/s SBL Pvt. Ltd.** personnel on topics identified by **M/s SBL Pvt. Ltd.**

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Director General
Gateway Education

For SBL PRIVATE LIMITED

Managing Director

- b) Each party, shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other parties confidential information, and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this MOU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by other party under this MoU.
- c) Each Party shall cause its Affiliates to use the Confidential Information only for the purpose of this MOU, and shall cause its Affiliates to take all such precautions as may be necessary to maintain the secrecy and confidentiality of the Confidential Information at all times.
- d) **Confidential information shall not include the information which:**
- i. was generally known and available at the time it was disclosed, or became generally known and available through no fault of the receiver, was known to the recipient of such information, without restriction, at the time of disclosure as shown by the files of the recipient in existence at the time of disclosure.
 - ii. is disclosed with the prior written approval of the provider.
 - iii. was independently developed by the receiver without any use of the Confidential Information, and by employees and other agents of the receiver who have not been exposed to the Confidential Information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development.
 - iv. becomes known to the receiver, without restriction, from a source other than the disclosure under this MOU, and otherwise, not in violation of the discloser's rights.
 - v. In addition, each party shall be entitled to disclose the other party's confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental body, provided that the party required to make the disclosure shall provide prompt and advance notice thereof, to enable the other party to seek a protective order or otherwise prevent such disclosure.
 - vi. The parties shall, upon expiration of this MOU, promptly deliver to each other all material in its or in its affiliates' possession or control containing such Confidential Information of other Party.
 - vii. The provisions of this Clause shall survive the expiration or termination of this MOU for a period of three (3) subsequent academic years. However Confidential Information in the nature of intellectual property rights, trade secrets and/or such Confidential Information which needs to be protected/kept confidential owing to applicable law(s) shall be kept confidential in perpetuity by the receiving party.

5. INTELLECTUAL PROPERTY

- a) M/s SBL Pvt. Ltd. shall retain all rights, title, and interest in and to any research project IP generated by using M/s SBL Pvt. Ltd. Confidential Information. Gateway College of Pharmacy shall retain all rights, title, and interest in and to any Research Project IP generated solely by Gateway College of Pharmacy faculty or students without the use of any M/s SBL Pvt. Ltd.

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confidential information. Nothing in this MOU grants any authority to any Party to use the name, trademarks, service marks or trade names or any other intellectual property right of the other for any purpose whatsoever, without the prior written consent of the other Party.

- b) Gateway College of Pharmacy hereby assigns to M/s SBL Pvt. Ltd. all intellectual property rights, whether patentable or not, created in whole or in part, by its faculty, employees, agents, students, its Affiliates only in collaboration with M/s SBL Pvt. Ltd. as part of this MOU.
- c) At the expense and upon request of M/s SBL Pvt. Ltd., Gateway College of Pharmacy and its faculty shall execute all documents evidencing assignment of all patent, trademark, and/or copyright applications and registrations to M/s SBL Pvt. Ltd., its successors, assignees, or nominees, and shall fully cooperate with M/s SBL Pvt. Ltd. and its attorneys as reasonably required in connection with the preparation of any such applications and registrations and will execute all papers necessary to protect M/s SBL Pvt. Ltd.'s rights therein.

6. 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 agreements or collaborations of any kind. However, during the Term and for 1 year after expiration or termination of this MOU, the student or faculties, or Affiliates of **Gateway College of Pharmacy** involved in the projects, research etc. with **M/s SBL Pvt. Ltd.**, shall not be involved in any similar projects, research etc. with or for a competitor of **M/s SBL Pvt. Ltd.**.

7. DURATION OF THE AGREEMENT

This Agreement shall be enforced from immediate effect and remain applicable for at least three years, it shall automatically come to an end, unless it is mutually extended by the parties in writing on the terms mutually agreeable or terminated earlier as per the terms of this Agreement.

The term of this Agreement may further be extended for such period and on such terms as the Parties may mutually decide.

8. NATURE OF THE CONTRACTUAL RELATIONSHIP

The relationship hereby established between the Parties is solely that of independent contractors. This Agreement shall not be interpreted as the creation of an agency, partnership, joint venture, or employer/employee relationship.

9. TERMINATION

- a) This MoU shall be valid for a period of 3 years and can be terminated by either party with a prior written notice of 3 months served on the other Party.
- b) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights as afore mentioned hereunder.

10. MODIFICATION/ AMENDMENT OF AGREEMENT

Any modification/ amendment of this agreement or additional obligation assumed about this agreement shall be binding only if it is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

11. ENTIRE CONTRACT

This Agreement constitutes the entire contract between the Parties with respect to the subject matter hereof. No changes, amendments, modifications, or waiver of any of the terms and conditions hereof

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shall be valid, unless reduced to writing and signed by duly authorized representatives of both parties hereto. This Agreement may be signed in counterparts.

12. INDEMNIFICATION

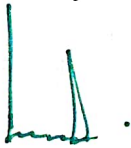
Both the Parties hereby agree to indemnify and hold each other 'harmless' against all losses/damages suffered, directly or indirectly, by the non-defaulting Party due to the breach of any law and/or covenants set out under this MOU by the defaulting Party.

13. GOVERNING LAW AND JURISDICTION

- a) This MOU shall be governed by and shall be construed in accordance with the laws of India.
- b) All disputes and differences between the Institute and Company relating to, or arising out of, or in connection with present MOU shall be settled by the sole arbitrator in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The award made by Sole Arbitrator shall be binding on both the Parties. The seat and venue of the arbitration shall be New Delhi, India. The Language of Arbitration shall be English.
- c) The courts of New Delhi shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above mentioned.

For Gateway College of Pharmacy



Dr. (Col.) A. Garg
Director General
Gateway Education

For M/s SBL Private Limited



Managing Director
Mr. Pratik Shrestha
Managing Director
SBL Private Limited