

MEMORANDUM OF UNDERSTANDING

BETWEEN

P.P.N. P.G College, Kanpur

AND

Chaperon Biotech Pvt Ltd, Kanpur

This Agreement made and entered into on this 20 day of May 2023 between P.P.N. P.G College, situated at Civil Lines, Kanpur, an Institute of national importance established under C.S.J.M University Kanpur and Chaperon Biotech Pvt Ltd registered under Companies Act 1956 (A) (here in after called "COMPANY" which expression shall include its successors and permitted assignees) with its registered office at 117/K/71, Nita Tower Sarvodaya Nagar, Kanpur.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between P.P.N. P.G. College Kanpur and Chaperon Biotech Pvt Ltd, Kanpur in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between P.P.N. P.G College, Kanpur and Chaperon Biotech Pvt Ltd, Kanpur.

2. PROPOSED MODES OF COLLABORATION

P.P.N. P.G College and Chaperon Biotech Pvt Ltd, Kanpur propose to collaborate through

- a. promoting and reinforcing cooperation.
- b. mutual exchange of Information and Technological.
- c. joint collaborative work in R&D projects.
- d. training internships and placements of students in **Chemistry, Analytical Chemistry, Biotechnology, Microbiology, Zoology & Botany** etc.
- e. To support the institute in following activities
- f.
 - i. Research work leading to B.Sc/ M.Sc degree
 - ii. Laboratory/ infrastructure Development
 - iii. Capability development of the students
 - iv. Sponsored projects
 - v. Recruitment
 - vi. Publication, Product and Patent
 - vii. Workshops, Conclave, seminars, Events
- g. improvement of research and academic programmes and also exchange of experts and researchers.
- h. any other appropriate mode of interaction agreed upon between P.P.N. P.G College Kanpur and Chaperon Biotech Pvt Ltd, Kanpur.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.

- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between P.P.N. P.G College, Kanpur and Chaperon Biotech Pvt Ltd, Kanpur.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties here under shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. SIGNED IN DUPLICATE

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
P.P.N. P.G. College, Kanpur

on behalf of
Chaperon Biotech Pvt Ltd, Kanpur

By : *Amit Singh*
Name : Prof. Anoop Kumar Singh
Title : PRINCIPAL, PPN COLLEGE
Date : KANPUR, 20 May 2023

By : *Saurabh Sinha*
Name : SAURABH SINHA
Title : DIRECTOR
Date : 20th MAY 2023

Witness :
1. *S. Agrawal* PRINCIPAL
PT. DRITHI NATH (P.G.) COLLEGE
KANPUR
2. *S. Agrawal*

Witness :
1. *Sarwendra Mishra*
2. *Gyaneshwar Patel*
Patel