

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**DEPARTMENT OF CHEMICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY, AGARTALA**

&

SHRM BIOTECHNOLOGIES PRIVATE LIMITED

FOR

**COLLABORATION ON RESEARCH, TRAINING,
CONSULTANCY AND INCUBATION**

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5th day of September 2022, by and between

Department of Chemical Engineering, National Institute of Technology (NIT), Agartala, Jirania, West Tripura, Tripura 799046, represented herein by the _____,

hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns.

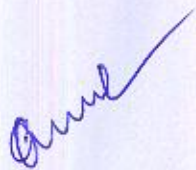
AND

SHRM Biotechnologies Private Limited, Humaipur, PO: Abdalpur (Poddar house), Madhyamgram, Kolkata – 700 155, and represented herein by its Director, Mr. Kunal Vora, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) Department of Chemical Engineering, the First Party, is an academic and research unit/department in NIT Agartala, which is a Centrally funded autonomous higher education Institute and an Institute of National Importance under NIT Act of Parliament No. 29, 2007, Government of India. The Department of Chemical Engineering is offering Bachelor, Master and Doctoral level Education program in Chemical Engineering and undertakes, testing, consultancy, sponsored research and development and training activities.
- B) SHRM Biotechnologies Pvt. Ltd, the Second Party is engaged in Business on Research, Lab based Trainings & Skill Development, Manufacturing, Consultancy, Publications, and other educational Services. SHRM Biotechnologies Pvt. Ltd, the Second Party is promoted by brand name SHRM Biotech.
- C) The Parties agree to enter into a bilateral agreement and considering it expedient and in their mutual interest to collaborate with each other as strategic partner to promote



knowledge and excellence in Engineering through research, training, consultancy, incubation, and work association.

- D) This MOU sets out the general terms and conditions on and subject to which the both parties are willing to abide subject to the agreement and signing by the Parties of the Definitive Documents (as defined below).

* **NOW THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**



CLAUSE 1

PURPOSE



- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the First Party providing significant inputs to the Second Party in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The Parties shall cooperate with each other and agree to negotiate in a timely manner all relevant agreements, deeds and documents (the '**Definitive Documents**') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

OBJECTIVES & SCOPE of MoU

- 2.1 SHRM Biotech and Department of Chemical Engineering NIT Agartala will work together for commercialization of technologies available with the Department of Chemical Engineering NIT Agartala on mutually agreed terms and condition for which separate MOU can be framed on case to case basis.
- 2.2 SHRM Biotech agrees to work with Department of Chemical Engineering NIT Agartala to provide the platform of industrial interface which can subsequently exfoliate to the launch of an incubation facility at Chemical Engineering NIT Agartala.
- 2.3 SHRM Biotech and the Chemical Engineering NIT Agartala and can plan seminar/ lectures/ workshops/ webinars for the young and potential Incubatees and entrepreneurs.



- 2.4 Department of Chemical Engineering NIT Agartala agrees to collaborate with SHRM Biotech as the Knowledge Partner in the implementation of project proposal and business proposal in the state of Tripura as well as the other states of eastern and north-eastern states of India on mutually agreed terms and condition for which separate MOU can be framed on case to case basis.
- 2.5 SHRM Biotech would provide prospective M.Tech and PhD candidates to the Department of Chemical Engineering NIT Agartala on self-finance mode. In prospective cases, joint supervision of the students would be considered depending upon the available expertise with SHRM Biotech and mutual consent on mutually agreed and documented terms and conditions. For the purpose of the academic program or any other program undergone jointly under the purview of the MoU, SHRM Biotech may use the name of the Department of Chemical Engineering NIT Agartala on their website and other marketing tools with prior approval on a case to case basis on mutually agreed terms and condition and vice versa.
- 2.6 SHRM Biotech and the Department of Chemical Engineering NIT Agartala agrees in conducting Skill Development activities, Guest lecturers / seminars and webinars jointly, use each other infrastructural support,
- 2.7 SHRM Biotech and the Department of Chemical Engineering NIT Agartala agrees in the sharing the Instrumentational facility on cost basis, on mutually agreed and documented terms and conditions which can be decided over case to case.
- 2.8 SHRM Biotech and the Department of Chemical Engineering NIT Agartala agrees to collaborate towards developing R&D project proposals for consideration at various funding agencies like DST / DBT/ SERB/ AICTE/ DAE/ BRNS etc. and would jointly execute the approved projects successfully on mutually agreed terms and condition for which separate MOU can be framed on case to case basis.
- 2.9 Department of Chemical Engineering NIT Agartala may permit the learners of the SHRM Biotech to visit the various facilities of the Department of Chemical Engineering NIT Agartala and may provide hands-on training to the learners on costs basis on mutually agreed terms and condition for which separate MOU can be framed on case to case basis.
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- 2.10 Department of Chemical Engineering NIT Agartala agrees to partner with SHRM Biotech to deliver trainings and lecturers at other places on approval costs basis on mutually agreed terms and condition for which separate MOU can be framed on case to case basis.

CLAUSE 3

INTELLECTUAL PROPERTY

By entering into this MoU the Parties undertake:

- 3.1. To protect each other's intellectual property and intellectual property rights
- 3.2 Not to use each other's intellectual property without the prior written consent of the other
- 3.3 Ensure the confidentiality of such intellectual property as provided in the Section on Confidentiality
- 3.4 Not to use each other's intellectual property should this MoU be dissolved or terminated at any time.
- 3.5 To render itself liable, in case of infringement, to all such damages, penalties, action as available to other party under the law.

The Parties agree that neither of them shall gain by virtue of this MOU any right of ownership or any other interest, right or title of copyright, patents, trade secrets, trademarks, or any other intellectual property rights by other party, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed, or otherwise alienated to the other party, nor other party shall be entitled to claim any right, title or interest therein at any time. All inventions, innovations, or ideas developed in the course of providing services to a client shall belong to party who developed them during the project/assignment. If the parties undertake any joint development in the course of providing services to a client under this MoU, any such joint development will be governed by separate agreement to be negotiated in good faith by the parties.

CLAUSE 4

CONFIDENTIALITY

- 4.1 Both Parties, SHRM Biotech and NIT Agartala acknowledge that certain confidential information may be disclosed by one party to the other party. The Party that owns and/or discloses the confidential information is hereafter referred to as the "disclosing party" and the Party receiving or accessing such confidential information is referred to as the receiving party during the tenure of this MoU or performance of the respective obligations under the resultant definitive agreement hereunder. Confidential Information means all information identified as confidential, including but not limited to information concerning intellectual property rights, copyrights,



ideas, data, trade secrets, know-how, formulae, processes, inventions, network configurations, system architecture, designs, flowcharts, drawing, proprietary information, and any other confidential or proprietary information the disclosure of which might harm or destroy a competitive advantage of the disclosing party.

- 4.2. The receiving party shall not directly or indirectly disclose to any third party other than its employees, affiliates and authorized representatives any information concerning the disclosing parties intellectual or copyright information without prior written permission of the disclosing party,

The obligations of receiving party shall not extend to any information which

- (i) is or becomes a matter of public knowledge
- (ii) is a lawful possession of the receiving party
- (iii) is received from a third party who lawfully acquired with due permission
- (iv) is disclosed by the disclosing party with prior written approval
- (v) independently developed by the receiving party
- (vi) disclosed by receiving party under legal process.

- 4.3 The parties acknowledge to limit the of or disclosure of confidential information referred under this MoU to those individuals within their organization who legitimately need to know the information

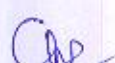
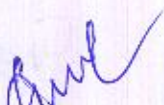
- 4.4 The parties acknowledge to consider this MoU as a confidential information and agrees to neither publicize or make public announcement concerning the terms or nature of the relationship or this MoU without prior written consent of the other party.

- 4.5 The parties acknowledge that any breach by them of their respective obligations under this MoU may cause irreparable harm to the other party for which remedies at law may be inadequate and that in the event of such breach either party shall be entitled to seek equitable relief in addition to other remedies provided hereunder or available with law.

- 4.6 Upon termination or dissolution of this MoU, or upon earlier demand thereof each party shall at the other party's option either destroy or return all properties containing the other party's confidential information

- 4.7. The confidential obligations under this section shall survive during this term of this MoU and three (3) years thereafter.

- 4.8 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or



suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause mentioned in this section.

4.9 Each party may disclose the other Party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of the evaluation of the envisaged co-operation and the negotiation of the Definitive Documents. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 4; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.10 No Party shall use the other Party's confidential information for any purpose other than the evaluation of the envisaged co-operation and the negotiation of the Definitive Documents.

4.11 Each Party reserves all rights in its confidential information. The disclosure of confidential information by one Party does not give the other Party or any other person any licence or other right in respect of any confidential information beyond the rights expressly set out in this MOU or the Definitive Documents.

4.12 Except as expressly stated in this MOU or the Definitive Documents, neither Party makes any express or implied warranty or representation concerning its confidential information, including but not limited to the accuracy or completeness of the confidential information.

CLAUSE 5

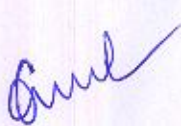
VALIDITY

5.1 The MoU shall be effective from the date of execution hereof and shall remain in force for a period of three (3) years or until terminated by either party as above or replaced by a definitive agreement between the parties, whichever occur first. The parties mutually agree to extend the period of this MoU.

CLAUSE 6

DISPUTE RESOLUTION

6.1 Any dispute(s) arising out or in connection with this MoU shall, as far as possible, be settled amicably by mutual negotiations between the Parties hereto failing which the following shall apply:



- 6.2 Any unsettled dispute or difference shall be referred to the arbitration of three arbitrators, of which one be appointed by SHRM Biotech and other by NIT Agartala. The two arbitrator then appoint a third arbitrator before entering upon the reference. The arbitration proceedings shall be regulated by the provisions of the Arbitration and Conciliation Act 1996 and the venue shall be in Agartala, Tripura, and the language shall be in English.
- 6.3 Arbitration may be commenced by any party hereto giving written notice to the other party of an unsettled dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.
- 6.4 This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance with the governing laws of India shall be final and binding upon the parties hereto.

CLAUSE 7 JURISDICTION

7.1 The courts in Agartala, Tripura shall have exclusive jurisdiction over any dispute, differences or claims arising out of this Agreement. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

CLAUSE 8 TERMINATION OF MoU

8.1 Either party shall upon written notice of sixty (60) days to the other, withdraw from or terminate negotiations or terminate this MoU at any time without cause and no such withdrawal or termination for whatever reason will be deemed to be in bad faith or otherwise give rise to any liability to either party provided the obligations assigned to with respect to the relevant definitive agreement under this MoU are discharged without dispute. On termination or expiry of this MoU each party will return all property belongings to other party and hereby undertakes not to use the said proprietary or confidential information of the other party in any manner whatsoever without seeking the prior written consent of the other party.

8.2 Either party shall also be entitled to terminate this MoU for the cause in the event of:

- (i) Breach by the other party of the terms and conditions of this MoU and its failure to remedy such breach within a period of 30 days from the date of receipt of a written notice in this regard from the non-breaching party.
- (ii) The filing by or against the other party in any court of competent jurisdiction of a petition in

bankruptcy or insolvency or for a scheme of rearrangement with creditors, for appointment of a receiver or trustee or making assignment for the benefit of creditors and such petition is not discharged within 60 days of its filing.

CLAUSE 9
AMENDMENT OF MoU

9.1 This MoU may be amended or supplemented only by written document that make specific reference to this MoU and which is signed by the party against which enforcement of any such amendment or supplement is sought.

CLAUSE 10
WARRANTY

10.1 Each party warrants to other party that to the best of its knowledge all materials, data, information, and other assistance provided by shall not infringe third party rights.

Handwritten signature

Handwritten signature

IN WITNESS THEREOF, each party has caused its duly authorized representative to execute this MoU as of the date stated above.

AGREED.

For

Department of Chemical Engineering
National Institute of Technology, Agartala

DBhattacharya
05-09-22

Authorized Signatory

Name: (Prof. Debashish Bhattacharya) / (प्रो. देबाशीष भट्टाचार्य)
Registrar/कुलसचिव
NIT Agartala/एन आई टी, अगरतला

Designation:

For

SHRM Biotechnologies Pvt Ltd.

SHRM BIO TECHNOLOGIES PVT. LTD.

Kunal Vora
05/09/2022
Chairman/Managing Director

Authorized Signatory

Name: Mr. Kunal Vora

Designation: Director

Name of Institution: NATIONAL INSTITUTE OF TECHNOLOGY	Name of Industry: SHRM Biotechnologies Private Limited
Address:	Address: Humaipur, PO: AbdalpurMadhyamgram Kolkata – 700 155
Contact Details:	Contact Details:
E-mails:	E-mails:
Web:	Web: www.shrmbio.com

Witness (Name & Address)

Dr. Bibhuto
05/09/22
1. Signature with date

Name: Dr. Bibhuto

2. Signature with date
Dr. Srimanta Ray
05/09/2022

Name: Dr. Srimanta Ray

Dr. Srimanta Ray
Head of the Department
Assistant Professor
Dep. of Chemical Engineering
NIT Agartala, Tripura, India

Witness (Name & Address)

Ekata Chakraborty
05/09/22
1. Signature with date

Name:

2. Signature with date

Name: DR. RUPAK ROY

