



# MEMORANDUM OF UNDERSTANDING

#### Between

# Auriga Research Pvt Ltd

And

# Swami Rama Himalayan University (SRHU)

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is agreed and entered into on 20<sup>th</sup> Day of September of 2024.

#### Between

Auriga Research Pvt Ltd, a company incorporated under the laws of India and having its registered office at 4/9 Kirti Nagar Industrial Area, New Delhi-110015 and principal place of business is 136, Sector-5, IMT Manesar, Gurugram, Haryana-122050 represented by its authorized signatory, Manoj Karwa, Head Clinical Trial and Pharmacovigilance, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees, hereafter to be known as the First Party.

#### And

Swami Rama Himalayan University (SRHU), a university established under section 2(f) of UGC Act, 1956 vide Uttarakhand State Act through its Registrar having its Head Office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun (hereinafter referred to as "SRHU") represented by its authorized signatory Dr. Mukesh Bijalwan, (Registrar, SRHU), which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees), hereafter to be known as the Second Party.

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36, Sector-5

# 1. Background of parties About Auriga Research

Auriga Research is a leading multidisciplinary contract research organization and testing lab in India. Established in the year 1990 having over three decades of experience in pharmaceutical testing, food testing, herbal testing, water testing and Environmental testing. Auriga is into CRO services in the Clinical Trials and Pharmacovigilance domain encompass a wide range of functions. These include overall project and site management, medical writing, regulatory submission, clinical data management, remote monitoring, source data verification, eISF and eTMF management, audit, adverse event (AE) case processing, safety database management, clinical data management, monitoring etc.

## **About SRHU**

Swami Rama Himalayan University (SRHU), a top private university in Dehradun endeavors to transform lives through holistic approach to education, providing integrated health care services and effective rural development and social outreach programs. With a rich legacy of Himalayan Hospital & Himalayan Institute of Medical Sciences, the first and the largest NABH accredited private teaching hospital and medical college of Uttarakhand, SRHU has been providing a platform to the youth, for a decade, to learn and transform into efficient, effective, ethical and committed professionals. SRHU is the only university in Dehradun, Uttarakhand that has a dedicated multispecialty Himalayan Hospital, Cancer Research Institute, Ayurveda Center and Rural Development Institute, all under one roof, besides eight schools and colleges namely: Himalayan Institute of Medical Sciences, Himalayan College of Nursing, Himalayan School of Management Studies, Himalayan School of Science & Technology, Himalayan School of Bio Sciences, Himalayan School of Yoga Science, Himalayan School of Pharmaceutical Sciences. Students have a range of options to pursue their academic aspirations and further advance their learnings through interdisciplinary and multidisciplinary programs and research. In addition, there are ample opportunities for extra-curricular & cocurricular activities necessary to become an all-rounder. Furthermore, mentoring, meditation & Science of Joyful Living (SoJL) workshops help students grow as complete individuals.

#### 2. Objectives

The objectives of this MoU are to:

- Strengthen ties between industry and academia.
- Give practical exposure to faculty & students by providing them the opportunity to participate in industry-led sessions, webinars, seminars, workshops and events.
- Internship opportunities and campus interviews for students in industries, so as to better prepare them for corporate life.



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#### 3. Collaborative activities

- Internship: Company will actively engage to provide internship opportunities to the students of SRHU as and when required subject to availability of scope of training. The students may be allowed to carry out short term (4-6 months) project/dissertation thesis during their final year/semester of their respective programme within the industry facilities.
- Placements: Company may provide placement opportunities to the students of SRHU as and when required subject to availability of scope of recruitment. The institute shall extend all necessary arrangements for organizing the incampus/pool campus placement drive.
- Workshops: Company may facilitate conduction of technical sessions/workshops/seminars/conferences in joint partnership with the institute depending upon availability of industry expert(s).
- Industrial Visit: Company may permit educational tours for the students of SRHU for an industrial exposure as and when proposed depending on feasibility.
- Academic participation: SRHU may allow active participation of a company representative in its Board of Studies, Academic council for regular upgradation and upskilling in its syllabi of its programmes.
- Research partnership: The institute and the company may collaborate for research activities, including, but not limited to, joint research proposal submission for extramural funding, facilitating use of institute's research capabilities and resources for sample analyses, consultancy services.
- Any other activities as may be mutually agreed upon.

# 4. Mode of operation

Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures.

- A. This MoU shall be effective from the date it is signed by both the parties
- B. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authorities of the respective organizations
- C. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. The designated person as nominated by the competent authority shall be the internal coordinator from SRHU, whereas Head – CT & PV, Auriga Research, Manoj Karwa will be the internal coordinator from Auriga Research.

## 5. Financial arrangements

This MoU places no financial obligations or supplementary funding commitments on either Party. These activities will be defined through separate programme agreements, detailing the commitment of resources (financial or otherwise) required from each

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institution. Subsequent programme agreements must be approved in writing by the authorized representatives from both Parties. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU.

#### 6. Non-disclosure

Either party shall not provide or disclose any confidential information related to the other party, acquired during the cooperation or exchange stated herein, to a third party (except as required under law disclosure to any governmental authority or any other person under the provisions of any applicable law).

## 7. Principle of good faith

The parties shall practice this MoU in good faith.

## 8. Validity

This MoU will become effective on the date of signatures by both Parties. It will remain valid for a period of five (05) years from the date of the last signature, with the understanding that it may be modified / renewed by written mutual consent of both the Parties. This MoU may be terminated by either Party with advance written notice of at least thirty (30) days. The terms of this MoU may be amended with the consent of both the Parties.

# 9. Indemnity

Either party agrees to defend, indemnify and shall accordingly hold harmless the other party, its directors, officers, employees, agents and affiliates ("Indemnified Person") from and against any losses or liabilities caused by the defaulting party, its directors/trustees, officers, employees or agents ("Personnel") and from any and all claims, damages, consequences, exposure, outgoings, prejudices, costs, taxes, duties, penalties and interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) which may be incurred by or asserted against the Indemnified persons on account of or arising out of or resulting from the acts, omissions, negligence or intentional misconduct of defaulting party and/or its Personnel, any bodily injury or destruction of tangible property, any claims for breach by the defaulting party of any of its obligations contained in this agreement or any violation of applicable laws.

### 10. Governing laws and disputes resolution

- 1) This MoU, shall in all respect, be governed by and construed in accordance with the laws of the Republic of India.
- 2) Any unresolved dispute shall be referred to the senior management of Auriga Research and SRHU. An independent arbitrator shall be engaged with mutual consent in accordance with Arbitration and Conciliation Act, 1966 and rules framed thereof. Arbitration shall be conducted at Dehradun. The decision of arbitrators so

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- reached shall be final and binding on both the Parties. Language of arbitrator shall be English.
- 3) Each clause of this MoU is severable and if one clause is rendered illegal or is severed, it will not render the whole MoU illegal and all clauses except severed clause shall be valid and binding on both parties.

# 11. Seal of the parties

In witness whereof, the Parties represented by their authorized representatives, set forth their hands on this day, month and year, first stated above, agree to and accept this MoU to be signed in the presence of the following witnesses:

In witness whereof, each of the parties has caused this agreement to be executed by its duly authorized authorities as of the date first written above.

For and on behalf of SRHU	For and on behalf of Auriga Research
Dr Mukeh Bijalwan Registrar  Signature:  Date: 2010 5124 Registrar Registrar	Manoj Karwa Head Clinical Trial and Pharmacovigilance  Signature:  Date: 20-09-2024  Seal:
Witnesses (Names and Signatures):  1.  2.  2.	Witnesses (Names and Signatures):  1. Hydrag Dr. Nikkov for 2019 2019 2019 2019 2019 2019 2019 2019