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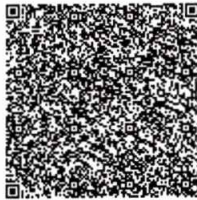
INDIA NON JUDICIAL

Government of Uttarakhand

₹100

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Certificate No. : IN-UK86433137008982X
Certificate Issued Date : 16-Apr-2025 10:28 AM
Account Reference : NONACC (SV)/ uk1320204/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK132020480205512333625X
Purchased by : TRUEVET ANIMAL NUTRITION PRIVATE LIMITED SRINAGAR
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY DEHRADUN
Second Party : TRUEVET ANIMAL NUTRITION PRIVATE LIMITED SRINAGAR
Stamp Duty Paid By : TRUEVET ANIMAL NUTRITION PRIVATE LIMITED SRINAGAR
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

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COLLABORATION AGREEMENT FOR IN VITRO STUDY

This **Collaboration Agreement** (the "Agreement") is made and entered into on this 16th April, 2025, by and between:



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU), a university established under section 2(f) of UGC Act and enacted vide Uttarakhand State Act, having its principal office at Swami Ram Nagar, Jolly Grant, Dehradun-248016, Uttarakhand, India, (hereinafter referred to as "University", which expression unless the context otherwise requires shall mean its successors, administrators, executors and assigns, etc. of the FIRST PART);

AND

TRUEVET ANIMAL NUTRITION PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 having its principal place of business at 101, 3rd Cross, South City, Nowgam, Srinagar-190015, J&K, India (hereinafter referred to as "Company", which expression unless the context otherwise requires shall mean its successors, administrators, executors and assigns etc. of the SECOND PART).

The University and the Company are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS:

- The Company is engaged in the research, development, and commercialization of animal nutrition products and seeks to undertake In vitro studies to evaluate the efficacy and safety of its products;
- The University has the facilities, and resources to conduct in vitro studies related to animal nutrition products.
- The Company desires to collaborate with the University to conduct in vitro studies related to the Company's animal nutrition products.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

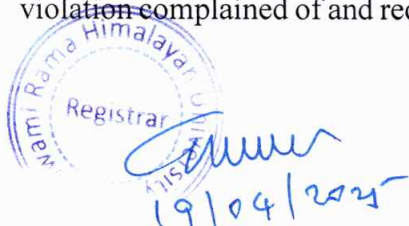
1. Scope of the Study

The Study shall include the following:

- 1.1 The University shall evaluate the efficacy of the Company's animal nutrition product and assess the intended parameters of the product through In vitro methodologies.
- 1.2 The University shall conduct preclinical studies as per the agreed research protocol set forth in Annexure A (the "Study Protocol").
- 1.3 The study shall be carried out in compliance with applicable laws, ethical guidelines and industry standards.

2. Term and Termination

- 2.1 This agreement shall commence on 21/04/2025 and shall remain in effect until 20/12/2025, unless terminated earlier.
- 2.2 The parties may terminate this agreement by mutual consent.
- 2.3 Either Party may terminate this agreement in the event the other Party breaches any of the terms or conditions of this agreement. The Non-Defaulting Party shall give the defaulting Party a written notice specifying the breach or non-performance or non-observation and/or violation complained of and requiring the Defaulting Party to remedy the same within thirty


19/04/2025



- (30) days of the receipt thereof, failing which this agreement would there upon terminate, without any further action or notice.
- 2.4 Any outstanding payments or obligations incurred prior to the termination date shall be promptly settled.
- 2.5 In the event of termination, both the parties shall promptly return all confidential information belonging to the other party.
- 2.6 The provisions of this agreement relating to Term & Termination, confidentiality, Representation & Warranties, Publication & Dissemination, Intellectual Properties, Liability & Indemnification, Dispute Resolution, Governing Law & Jurisdiction, Miscellaneous and any other provisions which by their nature are intended to survive, shall survive the termination of this agreement.

3. Roles and Responsibilities of the Parties

3.1 University's Responsibilities:

- (a) Conduct the in vitro study as outlined in Section 1.
- (b) Provide necessary facilities, equipment, and expertise for the Study.
- (c) Ensure all necessary regulatory compliances for conducting the Study.
- (d) Prepare and share periodic reports with the Company.
- (e) Deliver a final report with the study results and analysis

3.2 Company's Responsibilities:

- (a) Provide the animal nutrition product(s) to be tested, along with any necessary documentation (e.g., composition, safety data).
- (b) Fund the Study, including any laboratory expenses, equipment costs, and other direct costs.
- (c) Collaborate with the University by providing relevant scientific data and other resources required for the Study.
- (d) Ensure that the product complies with all relevant regulatory requirements.
- (e) Maintain confidentiality of any proprietary or confidential information shared by the University.
- (f) The Company shall be responsible for ensuring that all products and materials provided for the Study comply with relevant safety standards and regulations. The Company agrees to supply the University with all necessary safety guidelines and risk management protocols to ensure a safe working environment throughout the Study.

4. Funding and Payment

- 4.1 Truevet agrees to pay the University a total amount of Rs. 5,50,000/- (Five Lakh Fifty Thousand) for the Study.
- 4.2 The full amount shall be paid upfront upon signing this agreement.
- 4.3 Payment shall be made within a day of receiving a valid invoice from the University.
- 4.4 Any applicable statutory payments shall be paid by the company in addition.

5. Representation and Warranties

Each Party represents and warrants that it has the full legal authority to enter into and perform this Agreement, and that the execution of this Agreement does not violate any laws or existing obligations. Further, the University represents that it has the necessary resources and authority



to conduct the Study in compliance with applicable laws and ethical guidelines. The Company represents & warrants that it is a duly incorporated and existing company under the laws of India, with the requisite authority and capacity to enter into and perform this Agreement. The execution and delivery of this Agreement have been duly authorized by all necessary corporate approvals and consents. The Company has all rights, title, and interest in and to the animal nutrition product(s) to be tested in the Study, and that the product(s) provided to the University do not infringe on the intellectual property rights of any third party. There is no pending or threatened claims, lawsuits, or legal actions that would interfere with the performance of this agreement. The Company shall comply with all applicable laws, regulations, and ethical standards regarding the use of its product(s) in the Study. The Company will obtain all necessary licenses, approvals, and permits required for the development, testing, and commercialization of the animal nutrition product(s) being studied under this Agreement. Additionally, the Company shall ensure that any product(s) provided for the Study comply with the relevant regulatory standards. Any statutory payments or taxes associated with the product or services provided under this Agreement will be paid by the Company, as required by law.

6. Confidentiality

- 6.1 Each Party agrees to keep confidential any proprietary or confidential information disclosed during the collaboration, including but not limited to data, research findings, business plans, and other intellectual property. The confidentiality obligations shall remain in force for a period of 5 years after the completion of the Study.
- 6.2 Confidential Information does not include information that: (i) is or later becomes available to the public through no breach of this Agreement; (ii) is obtained from a third party who had the legal right to disclose the information; (iii) as of the date of disclosure, is already in the possession of the party to whom disclosure is made; or (iv) is required to be disclosed by law, government regulation, or court order.

7. Intellectual Property

- 7.1 All data and results arising from the Study shall be the property of Truevet. Notwithstanding the company's ownership of the Data and Results, the University shall have the right to use, analyze the data and results for academic, scientific, and non-commercial purposes.
- 7.2 The University shall retain ownership of any intellectual property which may develop independently and unrelated to the study, even if such intellectual property is developed during the term of the study. That may include any new innovations, discoveries, inventions or other intellectual property developed independently during the study.

8. Publication and Dissemination

The University shall have right to publish the Study in scientific journals/academic articles or may present at conferences, symposiums, seminars, or any other relevant academic or professional events. However, prior to publication, both Parties shall review the content of any such publication to ensure that no confidential, proprietary or commercially sensitive information is disclosed.

9. Compliance, Liability and Indemnification



- 9.1 The University shall conduct the Study in compliance with all applicable laws, regulations and ethical guidelines.
- 9.2 The University will take reasonable precautions to ensure the accuracy of the Study, but shall not be liable for any direct or indirect consequences arising from the use of the results by the Company.
- 9.3 The Company agrees to indemnify and hold harmless the University from any claims, damages, or liabilities arising from the use or commercialization of the Study results.
- 9.4 Furthermore, if any act or omission by the company results in a claim for loss, damages, or legal action against the University by any person, statutory authority, or other entities, the company shall be responsible for indemnifying the University against such claims.

10. Miscellaneous Clauses

- 10.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes any prior discussions, agreements, or understandings, whether oral or written.
- 10.2 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.
- 10.3 Force Majeure: Neither Party shall be liable for failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, or pandemics.
- 10.4 The rights and obligations under this Agreement shall not be assigned or transferred, whether voluntarily or involuntarily by either party to any third party whomsoever, without the express confirmation in writing by other party.
- 10.5 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding or continuing breach of the same or other provisions.
- 10.6 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 10.7 If any part of this Agreement shall be determined to be unenforceable in a court of competent jurisdiction for any reason, such part shall be deemed severable from the remainder hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 10.8 Neither party shall use the other party's name, website address, and logo ("Logo") for any purpose without the prior written consent of the other party.
- 10.9 At all times both parties shall act solely on a principal-to-principal basis. Nothing in this Agreement constitutes or may be deemed to constitute a relationship of principal and agent, employer and employee, partnership or joint venture between the Parties hereto or any subsidiary, parent, holding company or affiliate thereof.

11. Dispute Resolution

- 11.1 Any dispute arising out of this agreement related to the interpretation or rights or liabilities, the same shall be at first instant settled amicably between the Parties.



11.2 Failing to be solved amicably within thirty days (30) days of the submission of a claim between the Parties, all disputes shall be finally settled under the Indian Arbitration and conciliation Act, 1996 as amended from time to time, by sole arbitrator appointed by the Parties mutually. If both parties fail to mutually agree on the sole arbitrator, each party shall have the right to appoint one arbitrator. The two appointed arbitrators shall, with mutual consent, jointly appoint a third arbitrator who will serve as the chairman and preside over the arbitral tribunal. The seat of arbitration shall be in Dehradun, Uttarakhand and proceeding will be conducted in the English language. Each Party shall bear their own cost of arbitration proceedings and the decision of the arbitration tribunal shall be final & binding on both the Parties.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Dehradun, Uttarakhand shall have exclusive jurisdiction over any legal proceedings arising from this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signed for & behalf of SWAMI RAMA HIMALAYAN UNIVERSITY  Name: <u>Commander Challa Venkateswar</u> Designation: <u>Registrar</u> Emp ID No: <u>C-6913</u>	Signed for & on behalf of TRUEVET ANIMAL NUTRITION PVT. LTD. Name: <u>Dr. Rajeev Saini</u> Designation: <u>COO</u> S/o <u>Mr. Kabul Singh</u> AADHAAR No: <u>378569514029</u> Address: <u>H.No. 28, Shekhpuri, Ganeth</u> <u>Valika Postee, Haridwar UK. 247667</u>
1) Witness: <u>Prateek Dhyani</u> Name: <u>Prateek Dhyani</u> S/o <u>Shri K. C. Dhyani</u> Emp ID No: <u>4689</u> Address: <u>S.R.H.U., Dehradun</u>	1) Witness: <u>Pratul Rawat</u> Name: <u>Pratul Rawat</u> S/o <u>.....</u> AADHAAR No: <u>Emp. NO - 6930</u> Address: <u>S.R.H.U., Dehradun</u>

