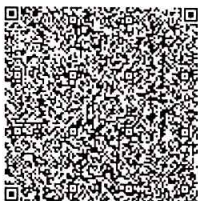


Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL50220195699973W
Certificate Issued Date	: 27-Feb-2024 12:52 PM
Account Reference	: IMPACC (IV)/ dl729603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL72960361489749087247W
Purchased by	: BIOTECH CONSORTIUM INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BIOTECH CONSORTIUM INDIA LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: BIOTECH CONSORTIUM INDIA LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

This non judicial stamp paper of Rs. 100/- forms part and parcel of the Memorandum of Agreement (MoA) executed between Biotech Consortium India Limited (BCIL), New Delhi and Swami Rama Himalayan University (SRHU), Dehradun.



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.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF AGREEMENT (MoA)

This Bipartite Memorandum of Agreement (MoA) is made this 29th day of March 2024

BY AND BETWEEN

Biotech Consortium India Ltd., New Delhi, a company registered under the Companies Act, 2013 having its Registered Office at Anuvrat Bhawan, 5th Floor, 210, Deen Dayal Upadhyaya Marg, New Delhi – 110 002 (hereinafter referred to as 'BCIL' which expression shall include its successors-in-interest, liquidators, administrators and assigns) of the one part;

AND

Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant, Dehradun - 248016, Uttarakhand, India, (hereinafter referred to "SRHU" which expression shall include its successors-in-interest/business and permitted assigns) of the second part;

Each herein referred to individually as a "Party", and collectively as the "Parties".

WHEREAS BCIL is promoted by the Department of Biotechnology (DBT), Ministry of Science and Technology, Government of India, and the All India financial institutions with the objectives, inter-alia, of protection, promotion, licensing for commercial exploitation of technology know-how and inventions.

WHEREAS SRHU is engaged inter-alia in research, development, promotion and transfer of technologies know-how and inventions and has developed the know-how for the "Technology(ies)" hereinafter defined.

WHEREAS SRHU is the owner of Technology(ies) (hereinafter defined) developed through such endeavours having authority to retain full or part of the 'Technology(ies)' by itself or to entrust at its discretion full or part of the Technology(ies) to the parties involved in the development and transfer of technologies, including any Intellectual Property Rights(s) on the invention(s) arising out of such endeavours.



WHEREAS BCIL and SRHU have agreed to work together as per the terms and conditions contained in this MoA, for the transfer of the Technology(ies) by licensing to industry for their further development and commercialization.

WHEREAS SRHU has agreed to entrust the Technology(ies) to BCIL solely for the purposes of the transfer of the Technology(ies) to suitable Licensee(s).

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATION

- 1.1 **Effective Date** shall mean 29th day of March 2024.
- 1.2 **Improvements** shall mean all refinements, developments, and alterations of and in the Technology(ies) /Knowhow and/or Process(es) and/or the Product(s) capable of improving the technical, economic and/or other characteristic(s) of any of them and “development” shall also be construed accordingly.
- 1.3 **Intellectual Property** or **IP** shall mean patents, rights to inventions, copyright and related rights, moral rights, rights in designs, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other Intellectual Property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted), divisional, continuations, continuations-in-part, reissues, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world regarding subject matter disclosed in Licensed patents; and shall include without limitation, the Technology(ies) and the Licensed Patents.
- 1.4 **Licensee(s)** shall mean and include all interested companies/entrepreneurs who are Licensee(s) of BCIL and have signed a License Agreement with BCIL for the Technology(ies).



- 1.5 **Plant** shall mean any factory, facility, works, or premises set up in the country and/or abroad of suitable capacity for the production of the Product(s) hereinafter defined.
- 1.6 **Process(es)** shall mean technical know-how, the technical knowledge, information data, and documents relating to production, application, and validation trials for using the Technology(ies) hereinafter defined.
- 1.7 **Product(s)** shall mean the article(s) or substance(s) or product(s) produced, made or manufactured, or modified/adapted/alterd by use, exercise, and/or practice of the Technology(ies), wholly or partially, with the intent to sell and vend such article/substance/product commercially, and shall include any other article, substance or product which has as its component or part thereof the article, made or manufactured by use/exercise of the Process(es) or which is an intermediate or derivative article, substance or product as well as modifications, developments or Improvement of any of them.
- 1.8 **Technology(ies)** shall mean the technologies including Patent applications filed in India & abroad, and know-how developed at SRHU and entrusted to BCIL for evaluation and facilitating transfer and commercialization through Licensing to Industry.

2. OBJECTIVES OF THIS AGREEMENT

BCIL and BITS agree to take all necessary steps required for effective transfer of Intellectual Properties (IPs)/Technology(ies) developed at BITS and capacity building of the scientists and research staff through:

- 2.1 Transfer of promising Technology(ies) to suitable companies in India and abroad for translation and commercialization
- 2.2 Robust IP Management including IP assessment, IP filing and prosecution in time bound manner.



2.3 Public private partnerships including industry sponsored research

2.4 National and international research collaborations.

3. **PERIOD OF AGREEMENT AND ITS EXTENSION**

This MoA shall become effective on and from the Effective Date and shall be valid for a period of 10 years from the Effective Date and is extendable on mutual consent. However, this MoA shall continue to be valid for the Technology(ies) transferred under this MoA, till the period of the respective License Agreements.

4. **OBLIGATIONS OF BCIL**

4.1 BCIL would undertake a preliminary evaluation and provide recommendations on the potential for the transfer of each of the entrusted Technology(ies). Promising R&D leads with commercial potential will be taken up by BCIL for technology transfer.

4.2 BCIL shall prepare and execute various Agreements such as Non-Disclosure Agreements, Material Transfer Agreement (MTA), Product Evaluation Agreements, and License Agreements as may be required for discussion and transfer of the Technology(ies) to the potential Licensee(s).

4.3 BCIL shall identify and introduce the potential Licensee(s) to SRHU with a view to facilitating detailed discussion on the Technology(ies) to finalize the comprehensive services required to transfer the Technology(ies) from SRHU to such Licensee(s). Based on this, SRHU and BCIL shall finalize the steps to be taken by each Party.

4.4 BCIL will conduct all negotiations with the Licensee(s) and work out the details of the license fees and other terms and conditions for the Technology(ies) transfer in consultation with SRHU.

4.5 BCIL shall periodically monitor the progress of the Technology(ies) transferred and facilitate troubleshooting in consultation with SRHU.



- 4.6 After the start of commercial production, BCIL shall monitor the production and sales and shall arrange for the collection and distribution of royalties from the Licensee(s).

5. SERVICES TO BE RENDERED BY SRHU

- 5.1 Services to be provided by SRHU **prior to** the signing of the License Agreement between BCIL and the Licensee(s).

5.1.1 To achieve the objectives of this MoA, SRHU shall provide to BCIL all data and other information required to identify, motivate and initiate dialogues with prospective Licensee(s) at home and/or abroad for the licensing of the Technology(ies) and/or the setting up of a Plant(s) for the manufacture of the Product(s); for which BCIL will maintain confidentiality as per Clause 12 of this MoA. Relevant technical information for evaluation and validation of Technology(ies) shall be made available to prospective Licensee(s); subsequent to the execution of a separate non-disclosure agreement (NDA) between BCIL and prospective Licensee(s).

- 5.2 Services to be rendered by SRHU after signing of the License Agreement between BCIL and Licensee(s): SRHU agrees to render the following services to the Licensee(s) of each Technology(ies) through BCIL:

5.2.1 SRHU shall prepare the comprehensive Technology(ies) and Process(es) know-how package based on the scale at which the Technology(ies) has/have been developed including the information, data, and documents concerning the Technology(ies) provided that such information, data or documentation may be so disclosed/provided by SRHU to the Licensee(s) through BCIL within 30 days of execution of the License Agreement to enable the Licensee(s) to use them for the purpose of the Licence. (hereinafter referred to as "Technology Docket").

- 5.2.2 SRHU shall allow the authorized representative(s) of the Licensee(s) directed by BCIL to visit and see the working of the Technology(es) at SRHU.



- 5.2.3 SRHU shall at the request of the Licensee(s), demonstrate the working of the Technology(ies), on the scale at which it has been developed. SRHU shall demonstrate at least three batches of the Process(es) within 3 months from the date of signing of the Licence Agreement.
- 5.2.4 SRHU shall give the Licensee(s) the first right of refusal of Improvements, developments or modifications, if any, made by SRHU to the Technology(ies) or the Process(es) or the Product(s) through BCIL for the benefit of the Licensee(s) on mutually agreed terms to be negotiated and finalized as and when such Improvements become available.
- 5.2.5 SRHU may, at the request and at the cost of the Licensee(s) train or arrange to be trained the Licensee(s) and/or the authorized employees of the Licensee(s).
- 5.2.6 SRHU may at the request of the Licensee(s) provide any further or other technical assistance to the Licensee(s) for effective and expeditious implementation of this license upon mutually agreed terms and conditions at the cost of the Licensee(s).
- 5.2.7 SRHU agrees that it would intellectually assist the Licensee(s) in improving the specifications of the Technology(ies) on terms negotiated and mutually agreed. The Licensee(s) would pay the necessary fee towards the same in advance.
- 5.2.8 SRHU shall fully cooperate with BCIL in all matters related to the successful transfer of the Technology(ies).
- 5.2.9 **Responsibilities of SRHU in the Quality assurance of the Technology(ies)**
SRHU agrees to examine/get examined at the cost of the Licensee(s) three consecutive batches manufactured by the Licensee(s) to ensure that the Product(s) meet the quality requirements.



6. FINANCIAL ARRANGEMENT

- a. A technology would deem to have been entrusted to BCIL for evaluation/transfer on receipt of technology details. In case the university desires a technology evaluation can also be carried out by BCIL as per the fee structure provided at Annexure.
- b. In consideration of the entrustment of technology for the purpose of Technology Transfer by SRHU to BCIL, the latter agrees to remit to SRHU 70% of the Licensing fees (lump sum as well as royalty related charges) received by it from Licensee(s) of each of the Technology(ies) within 15 days of its receipt and retain 30% of the Licensing fees (lumpsum as well as royalty related charges) towards its share. The disbursement of the fee would be linked to successful transfer of technology/achievement of milestones as agreed in consultation with SRHU. The royalties payable would continue for the fixed period as would be agreed upon, between BCIL and the Licensee(s), and BCIL will apply its well established and time tested methods of monitoring the extent of exploitation of the said Technology(ies), to ensure full and effective payment of royalties by the Licensee(s) concerned. The premia and the royalty agreed upon by BCIL and the Licensee(s), and the period of licensing will be finalised by BCIL, in consultation with SRHU.
- c. It is further agreed that BCIL shall collect and remit to SRHU its share of royalty on receipt of the royalty from the Licensee(s) within 30 days on receipt of the same. Royalty payable by the Licensee(s) will be computed based on the ex-factory sale price of the Product(s) on the basis of the total invoice value of the sales as entered in the books of account of the Licensee(s).

7. PROPOSED TIME SCHEDULE

The tentative time schedule, for providing the services specified in Clause 4 of this MoA to both overseas and domestic Licensee(s) of BCIL would be as given below:



- | | |
|---|--|
| (i) Technology Docket as per Clause 5.2.1.: | 1 month from the date of signing of the Licence Agreement. |
| (ii) Demonstration : | Up to three batches of the Technology(ies) to be demonstrated within three months from the date of signing of the Licence Agreement. |
| (iii) Training of Representatives of the Licensee(s): | Within six months from the date of signing of Licence Agreement. |

8. MARKETING OF THE PRODUCT

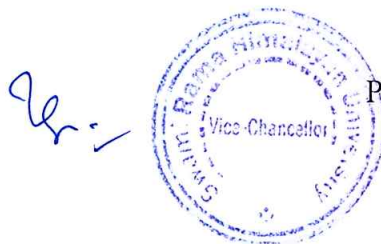
BCIL and SRHU agree that the Licensee(s) shall be permitted to market the Product(s) using the Technology(ies) after SRHU confirms that three consecutive batches manufactured by the Licensee(s) at its approved manufacturing premises meet all the quality control requirements and other parameters as specified in the know-how.

9. DEALINGS WITH THE LICENSEE(S)

SRHU agrees that all dealings with the Licensees or potential Licensees for transfer of the Technology(ies) shall be undertaken by BCIL on behalf of and in consultation with SRHU to enable BCIL to use its time-tested methods for effective evaluation and transfer of the Technology(ies). In case a company is interested in licensing the Technology(ies), approaches SRHU, the same shall be referred by SRHU to BCIL for all follow-up actions.

10. ACKNOWLEDGEMENT OF OWNER OF TECHNOLOGY ON THE PRODUCT PACKAGING BY THE LICENSEE

BCIL undertakes to stipulate a clause in the Licensing Agreement that the Licensee(s) shall acknowledge in writing in a prominent place of the Product(s) packaging and in displays of Process(es) implementation sites that the Product(s) manufactured / Process(es) utilised is based on Technology(ies), provided by SRHU and licensed by BCIL.

11. CONFIDENTIALITY

- a. BCIL shall maintain all information disclosed under this Agreement by SRHU as Confidential information and such information shall not be disclosed to any unauthorized party. In the event of this Agreement is terminated, all information shall be returned to SRHU and all notes/copies shall be destroyed by BCIL without any copies being retained.
- b. "Confidential Information" shall mean all data, technical know-how, trade secrets and other information related to the Technology(ies) disclosed or provided by SRHU to BCIL. Notwithstanding the above, BCIL shall have no obligation hereunder to refrain from disclosing or using the following information:
 - i. Information that is generally available to the public at the time of disclosure;
 - ii. Information that becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of BCIL;
 - iii. Information that has been independently developed by BCIL; and
 - iv. Information which is approved by SRHU, in writing, for release.
- c. BCIL agrees that while granting the Licence, BCIL will incorporate a suitable clause in the Licence Agreement (between BCIL and the Licensee(s)) providing for keeping confidential all the information disclosed to each Licensee(s). BCIL further agrees that this clause will outlive the MoA for a period of not less than 5 years from the date of signing the License Agreement.

12. ENTIRE AGREEMENT

This MoA shall be the sole instrument of the terms and conditions agreed to among the Parties and no amendment thereof shall take effect or be binding on BCIL or SRHU unless such amendment(s) is/ are authorized jointly by SRHU and the BCIL and is recorded in writing and signed by SRHU and the BCIL.



13. NOTICES

All the notices required to be served on SRHU or BCIL under the terms of this MoA shall be deemed to be duly served if the same shall have been delivered to, left with, or posted by registered mail to their respective present addresses as given below.

BCIL: Managing Director,
Biotech Consortium India Limited,
Anuvrat Bhawan, 5th Floor,
210, Deen Dayal Upadhyaya Marg,
New Delhi – 110 002

SRHU : Vice Chancellor,
Swami Rama Himalayan University,
Swami Ram Nagar, Jolly Grant, Dehradun - 248016,
Uttarakhand, India,

14. ARBITRATION

14.1 If any dispute or difference arises between BCIL and SRHU hereto as to the construction, interpretation, effect and implication of any provision of this Agreement including the rights and/or liabilities or any claim or demand of any Party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to a Sole Arbitrator mutually appointed by the Parties. A reference to the Arbitration under this Clause 14.1 shall be deemed to be submitted within the meaning of the Arbitration & Conciliation Act, 1996 and the rules framed thereunder.

14.2 The venue of the Arbitration shall be Delhi.

14.3 The Parties hereby agree to consent to the extension of time for making the award by the Sole Arbitrator, if the Sole Arbitrator so requests.



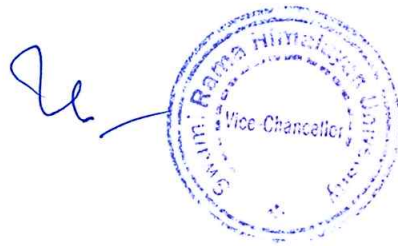
14.4 Each Party shall bear and pay its own cost of the arbitration proceedings, unless the Arbitrator otherwise decides in the Award.

14.5 The provisions of this Clause 14 shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

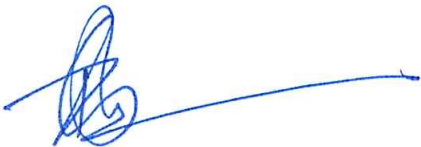
15. EXCLUSIVE JURISDICTION

The courts in Delhi shall have jurisdiction in all matters concerning this Agreement, including any matter arising out of the Arbitration Proceedings or any Award made therein.

(Signatures follow the page)



IN WITNESS WHEREOF BCIL and SRHU have executed these presents the day and year first above written

For and on behalf of the BCIL	For and on behalf of SRHU
 Dr. Purnima Sharma Managing Director Dr. PURNIMA SHARMA Managing Director Biotech Consortium India Limited 5th Floor, Anuvrat Bhawan 210, Deen Dayal Upadhyaya Marg New Delhi-110 002	 Dr. Rajendra Dobhal Designation: Vice Chancellor 
Witness	Witness
 Name: MUKESH GUPTA Designation: AGM (S) & CS Date: 29/03/2024	 Name: Dr. Mukesh Bishwan Designation: Registrar Date: 29/03/2024
 Name: KRISHAN SINGH RAWAT Designation: DY. MANAGER Date: 29/03/2024	 Name: PIYUSH DHYANI Designation: Asst. Registrar (Legal) Date: 29/03/2024

ANNEXURE

Fee for Technology Transfer Entrustment for the Year 2023-24*

Patent Assignments (India and PCT) *

S. No.	Activity	Professional Fee per assignment [#]
1.	Prior Art Search and Patentability Assessment	INR 10,000
2.	Drafting and filing of provisional specification	INR 25,000
3.	Drafting and filing of complete specification	INR 32,000
4.	Drafting and filing complete specification after provisional	INR 15,000
5.	Preparation and filing of a new PCT application	INR 25,000
6.	Preparation and filing of various forms (4, 8, 9, 13,18,27)	INR 3,000-6,000
7.	Preparation and filing of response to First Examination Report (FER)/office action	INR 15,000- INR 20,000 (Depending on complexity)
8.	Processing the taking over of an application	INR 2,000
9.	Attending a hearing, preparation and filing of written submissions	INR 20,000-30,000 (Depending on complexity)
10.	Obtaining certified copy of priority documents of PCT application	INR 1,000
11.	Filing national phase applications including changes in the claims if necessary.	25% of the foreign associate bill (Maximum INR 8,000 and Minimum, INR 3,000)
12.	Processing of renewal fee per year (Indian Patent Application)	INR 3,000 per year (Maximum INR 5,000 and minimum INR 3,000)
13.	Preparation and filing of Form III for submission to National Biodiversity Authority (NBA)	INR 8,000




Technology Transfer and Related Assignments*

Activity	Deliverables	Professional Fee per assignment [#]
Technology Evaluation (Evaluation of technology from market, technical, IP, regulatory perspectives to understand potential for licensing and commercialisation)	Technology Evaluation Report comprising: • Overview of technical strength, IP and market strength • Recommendations regarding suitability of the technology transfer	INR 25,000
Technology Licensing (Technology packaging, identification of potential licensees, drafting of appropriate agreements, Negotiation and Execution of Agreements, Determination of licensing fee, Post transfer monitoring)	• Technology Flyer • Agreements such as Non-Disclosure Agreement, Material Transfer Agreement and License Agreement • Periodic updates regarding progress of the technology • Royalty payments, as applicable	30% of the Licensing fee (Lumpsum and Royalty)
Drafting of a Non-Disclosure Agreement (NDA)/ Material Transfer Agreement (MTA)		INR 3,000

Cost estimate for other assignments as required to be conducted for SRHU, Dehradun will be proposed on case to case basis and undertaken following due written approval from SRHU, Dehradun.

*Subject to nominal revision on an annual basis to cover the cost of inflation

**Taxes as applicable

*** In cases where the technology has been developed by University in association with other Institutions/Industry and where the IP ownership is not clear BCIL may have to seek expertise of its empanelled attorneys after having formal approval from University, the cost of which would be charged to University on actuals.