

## MEMORANDUM OF ACADEMIC SUPPORT

### BETWEEN

THIS MEMORANDUM OF ACADEMIC SUPPORT (MoAS) is entered into on this 20<sup>th</sup> day of January, 2020

1. **CENTRAL UNIVERSITY OF PUNJAB, BATHINDA** being represented by Head of the Department, Pharmaceutical Sciences and Natural Products, having its institution at City Campus, Mansa Road, Bathinda-151001, Punjab, India (hereinafter referred as "CUPB") as the FIRST PARTY.
2. **TRANSASIA BIO-MEDICALS LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at Transasia House, 8, Chandivali Studio Road, Mumbai- 400072, India (hereinafter referred as "TBM") as the SECOND PARTY.

CUPB and TBM shall individually refer as "Party" and collectively referred as "Parties".

### WITNESSETH THAT:

Both the Parties with complimentary tasks have come to an understanding to promote in the field of education, research and development.

### NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. This MoAS is valid for a period of two years to promote the Innovation and research and which can be extended upon written consent of both the Parties.
2. Both the parties will promote cooperation in the field of education, innovation and research in the field of Sciences.
3. Both the parties will work together to promote academic and research activities.
4. The research scholars of the part one and part two will be mutually available for helping each other with the latest in the research areas. The research scholars will have the access to use the Laboratory facilities of the other party, if available, as per prescribed rules in force without any financial liability on either Party
5. Parties can mutually invite research scholars who are working in the laboratories by signing MoAS to their laboratories for interaction and for guidance as per the need and availability and can act as Supervisor or Co-supervisor.
6. Parties can apply for research funding for collaborating research project on mutually agreeable basis.



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7. Any Intellectual Property (example patent) generated through the joint efforts of both the laboratories will be of TBM only.

## TERMS AND CONDITIONS

1. The MoAS shall be deemed to have been automatically rescinded after the expiry of the MoAS period, unless renewed for further period as per mutually agreed upon terms at a later stage. It is further agreed that following the termination of the MoAS, both the parties shall refrain from carrying out the balance of the activity agreed upon in this MoAS.
2. Either of the parties hitherto shall be entitled to terminate the MoAS at any time with valid reasons acceptable in writings to both parties and in such case, the MoAS will terminate six months after the date of written notification or date of expiry of the MoAS, whichever is earlier. In case of such premature termination of the MoAS, all rights and obligations of both parties shall automatically cease except mentioned herein otherwise or for those covered by written contracts including ongoing collaborative activity that can no longer be cancelled.
3. In addition to all data that is marked as Confidential, proprietary data and databases, all trade secrets, know how licenses, know how formulae and processes shall be deemed to be confidential for the purposes of this MoAS.
  - a) CUPB will keep confidential all data provided by TBM and will not use it for any purpose other than to perform its duties under this MoAS. CUPB shall keep confidential and use only for purposes of this MoAS:
    - (i) all information communicated to it by TBM whether before or after the Effective Date;
    - (ii) all data that is confidential to which it has access in connection to this MoAS;
    - (iii) CUPB shall use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information will be disclosed to third parties by CUPB without the prior written consent of TBM and
    - (iv) The contents of this MoAS shall be deemed to be confidential. This clause shall survive for a period of five years from the date of termination and earlier determination of this MoAS.
4. Upon expiry/termination of this MoAS, CUPB shall upon request of TBM in writing, return immediately all the Confidential Information and any and all materials that contain any of the TBM Confidential Information including but not limited to all documents, plans, reports, data, samples, drawings, specifications,

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notebooks, computer software and other materials whatsoever and all copies thereof.

5. Each Party hereby agree and acknowledges that any violation/breach of any provision of this MoAS would cause irreparable injury to the other party and the aggrieved party shall be entitled to obtain necessary interim relief(s), including injunctive relief and enforcement of specific performance of this MoAS and the terms and provisions hereof in addition to any other remedy to which the aggrieved party may be entitled under this MoAS.
6. Each Party shall bear their own costs under this MoAS. The Parties further acknowledges that there are no commercials involved under this MoAS.
7. In case of any dispute that may crop up during execution of MoAS, the matter would be settled through management or any other officer(s) authorized by both the Parties.

**IN WITNESS WHEREOF, the authorized representatives of both parties have hereinto affixed their signature at ..... on the date indicated below:**

**CENTRAL UNIVERSITY OF PUNJAB  
BATHINDA**

  
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Name: Professor P. Ramarao  
Title: Professor, Head & Dean  
Date: 20<sup>th</sup> January 2020  
Place: Bathinda

Head, Department of Pharmaceutical  
Sciences & Natural Products  
Central University of Punjab  
Bathinda - 151001

**TRANSASIA BIO-MEDICALS LIMITED**

  
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Name: Mr. Suresh H. Vazirani  
Title: Chairman and Managing Director  
Date: 20<sup>th</sup> January 2020  
Place: Mumbai