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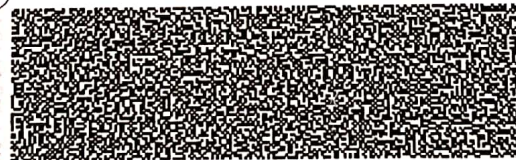
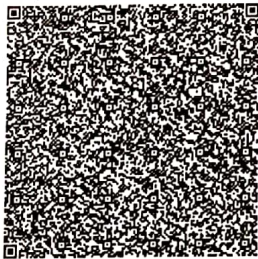
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**Description** : MEMORANDUM OF UNDERSTANDING  
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### MEMORANDUM OF UNDERSTANDING

#### 1. Introduction

This Memorandum of Understanding (MOU) on 12<sup>th</sup> day of June 2018, between KLE Technological University (Formerly known as BVB College of Engineering & Technology), represented by the Registrar of KLE Technological University, on the one part hereinafter referred as KLE Technological University and Shilpa Medicare Limited (hereinafter referred as "Shilpa Medicare Ltd.") represented by its directors, which includes its affiliates, associate's companies on the other part hereinafter referred to as Shilpa Medicare Ltd.

#### Statutory Alert:

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KLE Technological University, Hubballi presently has with in its campus, modern laboratories with state-of-the art equipment to impart high quality technical graduates in Biotechnology. Further, the institute intends to conduct research in area of biotechnology on its own or through collaborations with the industry. As a part: of its thrust to encourage development of Biotechnology/Electronics/IT in the North Karnataka region, the institute is open to housing upcoming young companies within campus.

Shilpa Medicare Limited is a limited company *established*, vide certificate of incorporation number as L85110KA1987PLC008739 of 1987-88 approved by the Deputy Registrar of Companies, Karnataka, under the Indian Companies Act, as a biotech product development capability to develop and promote biotechnology in the north Karnataka region through collaborations and partnership with local institutes and companies.

## 2. Background Summary

On learning of Shilpa Medicare Limited intent to setup in the Hubli -Dharwad region, meeting was held between the management of KLE Technological University and Shilpa Medicare Limited to explore the possibility of Shilpa Medicare Limited housing its R&D unit within the KLE Technological University campus in space/laboratory provided by the institute. The following was decided during the meeting:

Shilpa Medicare Limited will establish its laboratory facility within the KLE Technological University campus with the following primary Intent:

- i) The facility will serve as R & D facility for Shilpa Medicare Limited.
- ii) The Establishment of the facility with in the KLE Technological University campus will open possibilities of industry-Academia collaborations with a focus on commercializing technologies.
- iii) Retain and encourage students, especially local talent, to pursue biotechnology as a viable career.
- iv) Promote the Northern Karnataka Region as a destination for Biotechnology Research.

Now the two parties under mutual discussion and agreement have decided to enter into this MoU for mutual benefit and explore the possibility of development of -a biotech cluster in the North Karnataka Region.



### 3. Memorandum

Owing to the above-mentioned objective, KLE Technological University shall make available to Shilpa Medicare Limited the R&D facility that is required for its expansion, under the following commercial terms and conditions:

(i) The facility provided to Shilpa Medicare Limited shall bear the following postal address —

Shilpa Medicare limited Biological Unit-VII  
(Formerly Known as Navya Biologicals Pvt. Ltd.)  
“Navdisha”, KLE Technological University, Vidyanagar,  
Hubballi -5800031.

Shilpa Medicare Limited is entitled to formally use this address to carry out its operations, including obtaining required certifications, permissions required from the Central/State governments and its designated bodies.

- (ii) The Minimum length of operations by Shilpa Medicare Limited in the facility provided by KLE Technological University is TWO years, which is extendable at the end of 2 years by KLE Technological University. During this time, Shilpa Medicare Limited will receive infrastructure and administrative support to the extent agreed upon.
- (iii) During this period, Shilpa Medicare Limited shall pay no rental for the building/facility, but shall bear the cost of the electricity consumed by it, at actual (which will be metered by KLE Technological University)
- (iv) KLE Technological University will be the owner of the building where Shilpa Medicare Limited is housed.
- (v) During this tenure, either party can terminate the agreement with a prior notice of at least two months owing to the breach of contract.

### 4. Roles and Responsibilities

- (i) Shilpa Medicare Limited will conduct recombinant DNA and protein expression projects including cloning of genes into E. coli, yeast, insect, other prokaryotic/eukaryotic cells, expression of said proteins in these organisms, fermentation and purification of the proteins with clients, partners or for In-house development.
- (ii) Shilpa Medicare Limited is permitted to install, utilize, make use of any equipment, machinery and other accessories related to biotechnology for their business in the premises provided to them.
- (iii) KLE Technological University will provide the facility to Shilpa Medicare Limited, which includes space for office and usage of laboratory equipment on terms mentioned in part (3) above.
- (iv) The facility provided by KLE Technological University shall include:
  - a. A laboratory space of approximately 2800 sq. ft from date of signing this MoU.

 3

- b. Laboratory work benches, continuous water supply.
  - c. Continuous backup power supply facility as per requirement already furnished by Shilpa Medicare Limited.
  - d. Ownership of equipment/facilities purchased KLE Technological University will belong to KLE Technological University while those purchased by Shilpa Medicare Limited will belongs to Shilpa Medicare Limited.
- (v) Shilpa Medicare Limited is permitted to explore possibilities of collaborating with the staff of the institute on projects that are of mutual interest to both parties.
- (vi) Shilpa Medicare Limited is permitted to explore possibilities of Interviewing final year/semester students of the institute with a view to employ deserving, interested students.
- (vii) Shilpa Medicare Limited is permitted to explore possibilities of training students on summer projects/final year projects.
- (viii) Both the parties agree to respect and maintain the brand value of the other and work towards value addition. Any breach or activity leading to the devaluation or reduction of brand value of the organization would entitle the breached party for relief from the violating party.
- (ix) Any point arising, which is disputed or debated would first lie in arbitration, which would comprise of a Director of Shilpa Medicare Limited and Registrar of KLE Technological University. The jurisdiction of the courts would lie with the respective jurisdiction of the registered office of the aggrieved party.

IN WITNESS WHEREOF OF BOTH THE PARTIES HAVE AFFIXED THEIR SIGNATURE TO THIS MOU WITH THE TRUE INTENT AND SPIRIT ON THIS DAY, MONTH AND YEAR MENTIONED ABOVE.

For,

KLE Technological University

*A. Jewari*  
**REGISTRAR**  
 KLE Technological University  
 HUBBALLI-580 031.  
 Date: 03/09/2018

Witness:

Name: Dr. U. M. Muddapur

Date: 03/09/2018

**HEAD**  
**DEPT. OF BIOTECHNOLOGY**  
**K.L.E. TECHNOLOGICAL,**  
**UNIVERSITY, HUBBALLI-31.**

For,

Shilpa Medicare Ltd.  
 For Shilpa Medicare Ltd.

*[Signature]*  
 Authorised Signatory.  
 Authorised Signatory,  
 Date: 28/08/18



Witness:

Name: Austin Amasarati

Date: 01-09-2018