

This nonfinancial Memorandum of Understanding (MoU) describes the understanding between Sarjan Biotech Pvt. Ltd. ((CIN) U74220GJ2005PTC046114) located at 114, Jyoti Park, Near S.O.S Sankul, Near Kalyaneshwar Mahadev Temple, Bhuj-Anjar Highway, Gada Patiya, Ta. Bhuj (Kutch) 370020, and Department of Earth and Environmental Science, KSKV Kachchh University (DEES KSKVKU) located at Bhuj-Kachchh, Gujarat- India, in a planned collaboration on Tissue culture, Environmental Biotechnology, and sustainable agriculture research along with the capacity of development exchange of expertise and producing research outputs regarding Tissue culture, Environmental Biotechnology and Sustainable Agriculture along with employment opportunity via providing certificate course curriculum in Tissue Culture, Environmental Biotechnology and Sustainable Agriculture through covering Regional, National and global need and perspective.

Sarjan Biotech Pvt. Ltd. and DEES KSKVKU are hereinafter collectively referred to as “the parties” and individually as “the party.”

1. Duration and validity

This MOU will be effective upon signature and shall be valid for 3 years, and may be extended by agreement in writing, and exchange between the parties. Either party may terminate this MOU early at any time upon 30 days written notice to the other party.

2. Areas of Collaboration

This MOU between Sarjan Biotech Pvt. Ltd. and DEES KSKVKU will provide a framework to facilitate and guide collaborative research, and research capacity development activities, and provide certificate and diploma courses in Plant Tissue culture, various environmental Biotechnology fields, and sustainable agriculture.

The primary concerns of the better quality of plant tissue culture and sustainable agriculture that serve as the focus of this MOU are:

- I. To develop partnerships for addressing employment in the Kachchh Region as well as other dimensions of applied and basic research. Research activities at all levels for contributing to regional and global research outcomes.
- II. To develop and validate new biotech and plant tissue culture technologies.
- III. To develop and validate various regional-specific plant varieties that address the sustainable agriculture practices of the Kachchh region.
- IV. To design and implement various collaborative research proposals for submission to funders and government agencies in the areas of urban and rural employment.
- V. To provide career opportunities in plant tissue culture, environmental biotechnology, and sustainable agriculture courses.
- VI. To analyze different types of plant varieties available for tissue culture and the benefit of the farmers of the semi-arid region of Kachchh.

3. Roles and Responsibilities of Parties

The parties will be jointly responsible for:

- 3.1. Ensuring the spirit of collaboration in the overall conduct and coordination of the Project,
- 3.2. Facilitating the exchange of resources, scientists, and teaching faculty between both institutes and sharing ideas for transformational learning and collaborative work,
- 3.3. Designing short-term courses and developing research methods in the area related to plant tissue culture technology, molecular biology, and advanced techniques as well as the importance of plant tissue culture in agriculture and for the benefit of farmers.

4. Performance Standards

Both Parties undertake to perform their respective roles and responsibilities with the highest standards of professional and ethical competence and integrity.

5. Study Subject Confidentiality

All individual records and data on the Study shall remain confidential. Any disclosure of publishable findings by scientists or researchers at KSKVKU or Sarjan Biotech Pvt. Ltd. will remain confidential regarding any individual study subject's/material's identity and personally identifiable information. Disclosure requirements shall be consistent with those governing the relevant research and ethical review committees at DEES KSKVKU and Sarjan Biotech Pvt. Ltd.

6. Confidential Information

6.1. Each party acknowledges that all information concerning the trade secrets, operations, processes, organization, business, finances, transactions, dealings, or affairs of the other party or any of its subsidiaries or associated companies, suppliers, or customers, that comes to the attention of the receiving party hereunder, is the proprietary information of the other party. Each receiving party shall treat the other party's Information on the joint project as confidential and shall not at any time for any reason disclose the Information on the joint project or allow it to be disclosed to any third party nor shall use it or allow it to be used other than in relation to the purpose of this MOU.

6.2. "Confidential Information" means all non-public information that is marked as "Confidential Information" and which is disclosed in oral, electronic, written, graphic, photographic, recorded, or any other manner by one Party to the other Party in the course of the performance of this MOU, Such Confidential Information shall be received and maintained by Receiving Party in confidence during the performance of this MOU for joint project and for a period of three (3) years thereafter. Recipient agrees that it will make no use of any of the Confidential Information except in the performance of this MOU, and will prevent disclosure of Confidential Information to third parties Recipient shall be responsible for any breach of this MOU by its Representatives, which shall be considered a breach by Recipient shall use the same care to avoid disclosure, publication or dissemination of confidential information as it uses with its similar confidential information and in no case less than a reasonable amount of care.

6.3. Confidential information on any joint project shall not include any information disclosed that Recipient can demonstrate (i) was known to, or was previously in its possession, as shown by written records, (ii) was received from a third party who was entitled to disclose it without breaching any confidentiality obligation; (iii) was generally available to the public at the time of disclosure; (iv) becomes available to the public after disclosure, through no action or inaction of the recipient, (v) was developed by recipient independently of any Confidential Information disclosed under this MOU, or (vi) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, but only to the extent disclosure is required by such order and provided Receiving Party furnishes prompt notice (in no event less than 3 days) to the Disclosing Party to enable it to oppose such disclosure.

7. Liability and Insurance

Each Party shall be acting as an independent contractor in the performance of their work relating to this MOU and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees, officers, directors or agents in connection with the performance of this MOU, for which they may be held liable under applicable law. Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its activities under this MOU.

8. Dispute

Prior to the early termination of this MOU, every effort shall be made to resolve any dispute arising in connection with this MOU amicably and informally. Any dispute that cannot be so settled shall be referred to and finally settled by arbitration in accordance with the then-current local Arbitration Rules.

9. Force Majeure

This MOU is subject to Force Majeure, which shall mean any unforeseeable circumstance or circumstances beyond the Parties' control, such as accidents, natural disasters, weather conditions, armed conflicts, strikes, inability to secure labour, restrictions imposed by a government or government agency, or any other delays beyond the control of the Parties. If performance is prevented by any cause of Force Majeure, this MOU shall be void without penalty to either Party for any such performance not delivered.

10. Partnership or Agency

Nothing in this MOU shall create any partnership, joint venture, or relationship of principal and agent between the Parties.

11. Use of Names

Neither Party shall make use of this MOU, or use the name of the other Party, nor that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This shall not include internal documents available to the public that identify the existence of this MOU.

12. Key Personnel

For DEES KSKVKU: **Dr. Mrugesh H. Trivedi**

Associate Professor

PI-Molecular Ecology and Toxicology Laboratory,

Department of Earth and Environmental Science, KSKV Kachchh

University, Bhuj-01

For Sarjan Biotech Pvt. Ltd.: **Mr. Harish Nagda**

Founder and Director

114, Jyoti Park, Near S.O.S Sankul, Near Kalyaneshwar Mahadev Temple, Bhuj

Anjar Highway, Gada Patiya, Ta. Bhuj (Kutch) 370020

13. Notices and Approvals

All notices and requests for approvals required under this MOU shall be submitted to

For KSKVKU: **Dr. Anil Gor**

The Registrar, KSKVKU

KSKV Kachchh University, Mundra Road, Bhuj-01

E-mail:

For Sarjan Biotech Pvt. Ltd.: **Mr. Harish Nagda**

Founder and Director

114, Jyoti Park, Near S.O.S Sankul, Near Kalyaneshwar Mahadev Temple, Bhuj

Anjar Highway, Gada Patiya, Ta. Bhuj (Kutch) 370020

14. Financial Arrangements:

This MoU is a non-financial document. If future funding is required, parties will individually or jointly explore such funding opportunities to undertake the common objectives, and separate financial agreements will be signed by the parties for the same.

15. Data sharing, publications, and Intellectual Property:

The parties agree that data obtained during all projects which are carried out jointly, is shared between parties. Sharing of project data with 3rd parties who are not part of the Institutions represented in the MOU requires written approval from the project partners. Intellectual property developed during this collaboration and joint projects will be shared in equal parts

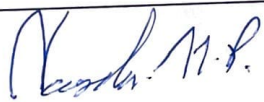
between the institutions or may be based on the contribution of parties as and when decided at the time of application of patent or any other intellectual properties.

The institutions in this MOU agree to collaborate on data analysis, manuscript preparation, and publication using data obtained during joint program efforts. Each partner will review and approve the content of the publication and authorship. Approval of the same can be obtained in writing/mail. Any scientific publication requires the review and approval of both project partners. This Agreement neither transfers from the 'Sarjan Biotech Pvt. Ltd.' to the 'KSKVKU' nor from 'KSKVKU' to Sarjan Biotech Pvt. Ltd. any right, title, and interest in and to the brand name, logo, ideas business secrets which will at all times solely belong to the KSKVKU or Sarjan Biotech Pvt. Ltd. This clause of IP shall remain valid even after the termination or expiry of this MOU.

By signing below, the duly authorized representatives of each Party do hereby agree to the terms and conditions of this MOU on the date indicated

16. GOVERNING LAWS:

This Agreement will be governed by the laws of India and the Court at Ahmedabad will have the exclusive Jurisdiction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

ACCEPTED FOR Sarjan Biotech Pvt. Ltd.	ACCEPTED FOR KSKVKU:
 Shri Haresh Bhai Nagda Founder and Director	 Dr. Anil Gor Registrar
Date:	Date:
Acknowledged by:	Acknowledged by: 
Name: Shri Harish Nagda Sarjan Biotech Pvt. Ltd. Founder and Director Date:	Name: Dr. Mrugesh Trivedi Associate Professor KSKV Kachchh University - Bhuj Date: