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INDIA NON JUDICIAL

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Parmod Kumar  
प्रमोद कुमार (स्टाम्प डिप्टी)  
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Certificate No.	: IN-UP07348873158215T
Certificate Issued Date	: 14-Jul-2021 05:36 PM
Account Reference	: NEWIMPACC (SV)/ up14071204/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1407120402914007555727T
Purchased by	: SANTOSH DEEMED TO BE UNIVERSITY
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: SANTOSH DEEMED TO BE UNIVERSITY
Second Party	: PATH FINDER RESEARCH AND TRAINING FOUNDATION
Stamp Duty Paid By	: SANTOSH DEEMED TO BE UNIVERSITY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Parmod  
16.7.21

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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.



**SANTOSH**  
Deemed To Be University  
(Established u/s 3 of the UGC Act, 1956)

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SANTOSH DEEMED TO BE UNIVERSITY**

**GHAZIABAD, NCR DELHI**

**AND**

**PATHFINDER RESEARCH AND TRAINING FOUNDATION**

**30/7 AND 8, KNOWLEDGE PARK III,**

**GREATER NOIDA, UTTAR PRADESH - 201308**



(DR. V.P. Gupta)  
Registrar

(Pranav Kumar)  
Founder Chairman

No. 1, Santosh Nagar, Ghaziabad - 201 009 (Delhi-NCR) Pathfinder Research and Training Foundation  
+91-120-4933353/63/73 First Party admin@santosh.ac.in Second Party

[www.santosh.ac.in](http://www.santosh.ac.in)

## Memorandum of Understanding

This Memorandum of Understanding (herein referred as "MOU") is made and executed at Greater Noida on this \_\_\_\_ day of \_\_\_\_\_ 2021.

### BETWEEN

**Santosh Deemed to be University**, established by **Santosh Trust** Registered under Indian Trust Act 1882 vide Registration No. 16352/2004 (PAN No. AAITS6921N) having its Registered Office at No.1, Santosh Nagar, Ghaziabad – 201 009 NCR Delhi through its **Registrar DR. V.P. Gupta** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors, administrators and assigns) hereinafter called as **First Party**

### AND

**Pathfinder Research and Training Foundation**, through its duly authorized signatory, **Pranav Kumar (Founder and Chairman)** a company having its registered Office at 30/7 and 8, Knowledge Park III, Greater Noida, Distt. – Gautam Budh Nagar, Uttar Pradesh - 201308 (hereinafter referred as "PRTF") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its affiliates, subsidiaries, sister concerns, successors and permitted assignees) of the **Second Party**.

Santosh Deemed to be University (**First Party**) and the Pathfinder Research and Training Foundation (**Second Party**) referred individually above shall be collectively termed herein as Parties.

### WHEREAS

- a) The First Party is a duly recognized educational university offering courses of medical science, dental sciences, etc. and owns and operates a world-class multi-specialty hospital and state of the art research facilities under the name "Santosh Medical College & Hospital".
- b) The Second Party is engaged in providing quality infrastructure for research training and services with well-equipped laboratories, library and classrooms, so as to strengthen all the areas offered in the field of bioinformatics, computational and systems biology.
- c) The First Party wanted to train its student, faculty in bioinformatics and approached Second Party for the same.

 (DR. V.P. Gupta) Registrar Santosh Deemed to be University First Party	 (Pranav Kumar) Founder Chairman Pathfinder Research and Training Foundation Second Party
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In consideration of the mutual covenants contained herein the Parties have agreed to enter into this MoU

### 1. Object and Purpose:

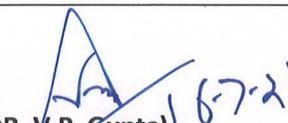
That the parties herein agree to research and training foundation. That the Parties will exchange students as well as faculty for promoting the skill development in the bioinformatics as per industry standards and employability requirements. There is no financial involvement in the MOU from both of the Parties.

### 2. That the following responsibilities of the parties

- i. Exchange of trainers / trainees with the objective of offering courses in areas mutually agreed upon by both Parties through prior invitation and in accordance with the procedures and expectations established by the Parties.
- ii. Support reciprocity in Knowledge sharing, Research and Extension Activities of common interest
- iii. Exchange of academic content, course information, seminars, conferences and any other data and information of common interest.
- iv. Develop joint projects and reports such as Ph.D. research work
- v. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate University/Industrial Partner.
- vi. Mutual organization of workshop, seminars and academic exchange.
- vii. Co-development of tools and databases pertaining to common objectives of both institutes.

### 3. Confidentiality and Intellectual Property Rights:

- a. The Parties will use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. For the purpose of this MOU, "Confidential Information shall mean any and all technical or non-technical information or knowledge relating to the business. Each Party shall maintain all of the other Party's confidential Information in strict confidence and in a secure

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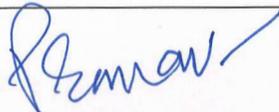
environment and shall protect such information with the same degree of care that such Party exercises with its own confidential information. Except as provided in this MOU, no Party shall use or disclose any confidential information of the other Party without the express prior written consent of the other Party.

- b. If the Receiving Party is required to disclose the confidential information, in lieu of and as a part of a judicial, process, government investigation, legal proceeding, or other similar process, the Receiving Party will give written notice of such requirement to the disclosing Party.

Both the Parties shall maintain confidentiality towards each other and will not disclose any confidential information, without written permission to any third Party, person, entity, etc. in any manner, directly or indirectly. For the purpose of this MOU, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products of the disclosing Party or a third party, including without limitation of any research, products, services, ideas, know-how, methods, business plans, development, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing customer, vendor, financial, merchandising, sales, and employee information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

**However, it excludes any information which is:-**

- i. Already in the public domain or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public;
- ii. Rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or pursuant to the confidential information disclosed by the Disclosing Party pursuant to this MOU.;
- iii. Independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party;

 (DR. V.P. Gupta) 16-7-21 Registrar Santosh Deemed to be University First Party	 (Pranav Kumar) Founder Chairman Pathfinder Research and Training Foundation Second Party
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- iv. Known to the receiving Party at the time of disclosure without an obligation of confidentiality; or
- v. Produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required and will use all reasonable efforts to maintain the confidential treatment of such Confidential Information.
- vi. All rights pertaining to any intellectual property generated / created/ invented in the due course of the project, will be the joint property of the First Party and the Second Party. Terms and conditions regarding transferring / assigning / selling these rights shall be governed by a separate written and agreed to document, if required.

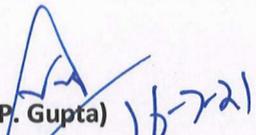
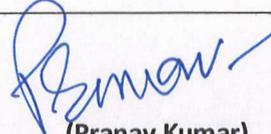
**4. General Conditions**

- i. This MOU does not establish a joint venture or partnership between the Parties. The MOU is intended only to provide general principles and key terms for initial co-operation and to facilitate further discussions
- ii. Both the parties can do mutual cobranding using each other's brand names/logos in their respective websites and marketing collaterals.
- iii. Both the parties are hereby agreeing, under this MOU, to indemnify and hold each other harmless.
- iv. Both the parties shall mutually respect the confidentiality and intellectual ownership of information shared between them. The new intellectual property being developed /generated under this MOU will carry the equal rights of ownership among First Party and Second party

**5. Termination**

**Term and Termination of the MOU:**

The MOU shall be effective and enforceable from the date of authentication by both the Parties. The MOU shall be valid for a period of 5 years. Before the expiry of the MOU, in case either of the parties do not notify within ninety days in writing to the other that they wish to

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rescind from the MOU, the MOU shall be automatically extended for a further period as agreed.

It may, however, be open to either of the Party to terminate the MOU by giving the other party a notice period of 30 days. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

## 6. Governing Law and Dispute Resolution

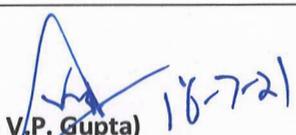
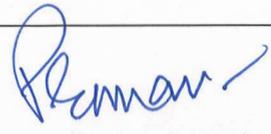
The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India. Venue of settlement for any disputes which may arise under this MOU shall be at the Courts of Delhi. Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably. If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Delhi. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

That the Courts of Delhi shall have jurisdiction over any or all matters/ dispute that may arise out of this MOU.

## 7. Notices

- a. Any notice or other information required to this MOU will be communicated by a Party to the other Party through registered mode of service only.
- b. In case of any change to communication address of the Parties, the same shall be communicated to the other side within 15 days, to the change of that address.

Any and all notices, consents, claims, requests or other communications required or permitted to be given under of the provisions of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post / courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through E-mail and five days of date of dispatch if sent through regular post. The notice aforementioned shall be given in attention of the concerned persons at the addresses mentioned above.

 (DR. V.P. Gupta) Registrar Santosh Deemed to be University First Party	 (Pranav Kumar) Founder Chairman Pathfinder Research and Training Foundation Second Party
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## 8. Non solicitation

The Parties shall not directly or indirectly solicit, Interfere with or endeavour to entice away employees from the other Party either on their own account or for any other person or entity, during the continuation of this MOU and for a period of 3 month after the termination of this MOU, for whatever reason.

## 9. Indemnification

Both Parties shall indemnify, defend and hold each other harmless from and against, any and all liabilities, claims, damages, Interest, judgments, costs, or expenses, including without limitation fees and expenses of the legal counsel or other professionals, made against or suffered by the other party that may arise under this MOU.

## 10. Force Majeure and Natural Calamity

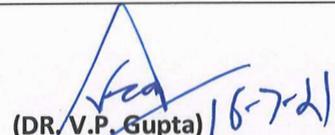
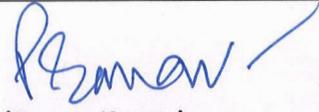
For the purposes of this MOU, force majeure shall mean and include an Act of God (including but not limited to flood, earthquake, typhoon, epidemic or other natural calamity) war or armed conflict or the serious threat of the same (including but not limited to prohibition or restriction of importation or exportation) or any other cause beyond the reasonable control of the Parties hereto including but not limited to industrial relation problem involving government/quasi government organization /banks/ transportation / Associations / other public bodies. In case of force-majeure, the parties shall inform the second party about the liabilities to be carried out by them, and are free from them after the receiving an MOU of force-majeure acceptance and it shall be base for the expiration of the corresponding part or as a whole of the MOU. The documents confirming the condition of force-majeure will be required for submission during the negotiation process, and Parties shall mutually consult each other to decide the course of action to be adopted.

## 11. Severability

If any provision of this MOU shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the others provisions of this MOU and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute/Ancillary any invalid or unenforceable provision, with an authentic valid or enforceable provision which achieves the spirit specifically in lieu of the economic, legal and commercial objectives.

## 12. Waiver

The failure of either Party to enforce compliance with any term or condition of this MOU shall not constitute a waiver of such term or condition of this MOU or the right to

 (DR. V.P. Gupta) / 18-7-21 Registrar Santosh Deemed to be University First Party	 (Pranav Kumar) Founder Chairman Pathfinder Research and Training Foundation Second Party
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subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this MOU shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver in given.

### 13. Miscellaneous:

No addition or change in the terms of this MOU shall be effective or binding on either of the Parties unless reduced to writing and executed by the duly authorized representative of each of the Party.

### 14. Assignment

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

### 15. Relationship

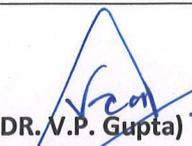
Nothing in this MOU Shall be construed to make party a partner, anent or legal representative of the other for any purpose.

### 16. Entire MOU

This MOU and the Schedules (if any) hereto represent the entire MOU as to the subject matter hereof, and supersedes any prior understandings between the Parties relating to the subject matter hereof.

#### If to First Party:

The Registrar  
Santosh Deemed to be University  
Address: No.1, Santosh Nagar,  
Ghaziabad – 201 009  
NCR Delhi  
Email: [registrarsantosh@gmail.com](mailto:registrarsantosh@gmail.com)  
[registrar@santosh.ac.in](mailto:registrar@santosh.ac.in)  
Phone: +91 7838888790

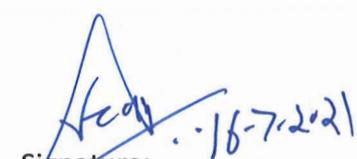
 (DR. V.P. Gupta) 16-7-21 Registrar Santosh Deemed to be University First Party	 (Pranav Kumar) Founder Chairman Pathfinder Research and Training Foundation Second Party
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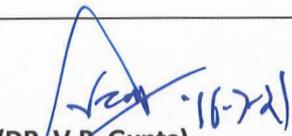
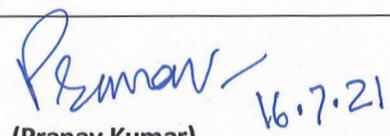


**If to Second Party:**

Mr. Pranav Kumar" (Founder and Chairman)  
Pathfinder Research and Training Foundation  
30/7 and 8, Knowledge Park III, Greater Noida,  
Dist-Gautam Budh Nagar, Uttar Pradesh - 201308  
Phone: 088600 80008  
Email: [contact@pathfinderfoundation.co.in](mailto:contact@pathfinderfoundation.co.in)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day & year first hereinabove written

<u>First party</u>	<u>Second party</u>
<p> Signature: Name : DR. V.P. Gupta Designation : Registrar On behalf of Santosh Deemed to be University, Ghaziabad, NCR Delhi E-mail ID: <a href="mailto:registrarsantosh@gmail.com">registrarsantosh@gmail.com</a> <a href="mailto:registrar@santosh.ac.in">registrar@santosh.ac.in</a> Contact No.: 7838888790</p>	<p> Signature: Name : Mr. Pranav Kumar Designation : Founder &amp; Chairman On behalf of Pathfinder Research and Training Foundation E-mail ID: <a href="mailto:contact@pathfinderfoundation.co.in">contact@pathfinderfoundation.co.in</a> Contact No.: 088600 80008</p>

<p> (DR. V.P. Gupta) Registrar Santosh Deemed to be University First Party</p>	<p> (Pranav Kumar) Founder Chairman Pathfinder Research and Training Foundation Second Party</p>
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