

## MEMORANDUM OF UNDERSTANDING

This agreement is made this 20<sup>th</sup> day of June 2022 between Maratha Mandal's Nathajirao G Halgekar Institute of Dental Sciences & Research Centre, R.S.No.47A/2, Near KSRP Ground, Bauxite Road, Belagavi and Group Pharmaceuticals Ltd, 2nd Block, 521/A, 2nd Main Rd, Milk Colony, 2nd Stage, Rajajinagar, Bengaluru, Karnataka 560055

### OBJECTIVE

In the spirit of friendship and with mutual interest in cooperation Maratha Mandal's Nathajirao G Halgekar Institute of Dental Sciences & Research Centre, Belagavi and Group Pharmaceuticals Ltd enter into this Memorandum of Understanding (MoU).

NOW THEREFORE, the agreement witnesseth as follows:

### SCOPE OF WORK

- a. Development of new products with potential for patent and licensing out
- b. Development of projects and experiments for evidence-based marketing
- c. Contributing through product improvements for established (e.g., improvement of flavor profile, texture improvement etc.)
- d. Development of new quality testing methods
- e. Research Project related (confidentiality, Project execution, publication, and patent)
- f. Exchange programs (Sharing of resource persons to train our faculty and students and in turn, our faculty to train your staff).
- g. Sharing of Platforms to create a brand value for both the organization (Conference, symposium etc.)
- h. Internship for students.

### DURATION AND EVALUATION

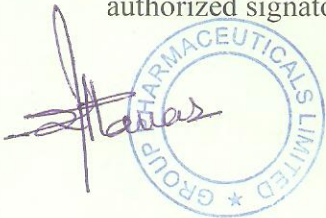
This MOU shall be in effect for a period of 03 (Three) years from 20.06.2022 to 19.06.2025. Either party may request termination of this agreement, in writing, 30 days prior to the proposed termination date.

Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

A joint evaluation of the MOU will be initiated by the designated representatives 2 months prior to the expiration date.

Amendments to this MOU may be requested, in writing, by either party or approved by the authorized signatories.

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#### NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

#### COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

#### FORCE MAJEURE

In the event students are unable to complete the Program due to causes beyond the control of either parties, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond reasonable control, Either party will assist the affected in finding an alternate.

#### CONFIDENTIALITY

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Either party may refer to the affiliation with each other in public information materials regarding the relevant Program

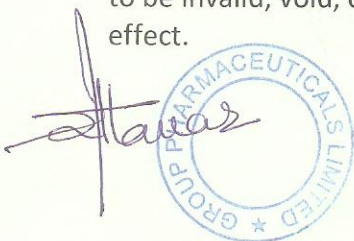
#### INDEPENDENT CONTRACTORS

Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

#### Severability

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

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WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

For Group Pharmaceuticals Ltd

Name:- Mr. Sunil Attavar

Designation:-CMD

Address:-2nd Block, 521/A, 2nd Main Rd, Milk Colony, 2nd Stage, Rajajinagar, Bengaluru, Karnataka 560055

Date: 20/06/2022

For Maratha Mandal's Nathajirao G. Halgekar Institute of Dental Sciences & Research Centre, Belagavi.

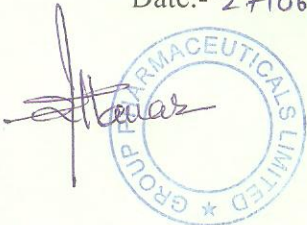
Name:- Dr. Ramakant Nayak

Designation:- Principal



Address:- R.S.No. 47A/2, Near KSRP Ground, Bauxite Road, Belagavi-590010.

Date:- 27/06/2022


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Executed by the parties on the date, month and year first above mentioned, acting through their authorized signatories.

Executed for & on behalf of:	Executed for and on behalf of:
<b>GROUP PHARMACEUTICALS LTD, BANGALORE</b>	<b>Maratha Mandal's Nathajirao G. Halgekar Institute of Dental Sciences &amp; Research Centre, Belgaum</b>
	
Name: Sunil Attavar	Name: DR RAMAKANT NATAK.
Designation: CMD	Designation: Principal

Witness:   
SUNIL S CHIPLUNKAR  
VP BUSINESS DEVELOPMENT

Witness:   
DR Keshore Bhat  
Director, CRL.