

Sri Gandhada Kaval Nagarabhavi and its Pharma in-vivo laboratory unit at KIADB, Phase II 67-68 industrial Area at Bidadi Ramanagar district represented by Dr. Yogeesh S. Director and founder as the **FIRST PARTY**

And

Whereas from Faculty of studies, **Faculty of Allied Health and Basic Sciences (FAHBS)** of Sri Devaraj Urs Academy of Higher Education and Research Tamaka, Kolar – 563 103, (Deemed to be University) hereinafter called **SDUAHER**”, assigns the other Part represented by Dean-FAHBS under the administrative ambit of SDUAHER by the Registrar as the **SECOND PARTY**.

“**SKANDA LIFE SCIENCES PRIVATE LIMITED**” and “**SDUAHER**” are individually referred to as “**First Party**” and “**Second Party**” respectively and collectively referred to as Parties.

WHEREAS

- A. **Skanda Life Sciences Private Limited** is a leading pharm in-vivo and in-vitro research and analytical laboratory provider of research hands on training to make trainee students as skilled manpower in Biological research. It owns and operates as recognized research Laboratory with advanced facilities in Bangalore location in Karnataka India.
- B. SDUAHER, through at its Faculty of Allied Health and basic Sciences producing the allied health care professionals since more than a decade for serving the community in various health care delivery system .
- C. Both the parties have reached a consensus for mutual consultancy, ie. Academics, research and observer ship for Allied Health Sciences program students of SDUAHER training at Skanda Life Sciences. Whereas faculty & Ph.D. scholars from programs of SDUAHER can utilize the R&D services particularly in the area of proteomics, metabolomics, genomics, drug discovery, oncology, pharmacology, pharmacokinetics, Bio-analytical services, in vitro pharmacology such as general and genetic toxicity studies, and screening of natural products and study of chemistry and other facilities offered by the Skanda Life Sciences. And shall also utilize services offered at Skanda in training the faculty for research and Faculty enrichment.

NOW THEREFORE, THE PARTIES TO THE AGREEMENT WITNESS AS UNDER

a. **OPERATIONAL COMMITMENTS**

The **SDUAHER** shall post students to obtain hands on training as a part of their academics, and also faculty to gain hands on training by availing the research facilities of Skanda life sciences. Besides, also avail the facilities as per the Faculty research projects for requisite consultancy based on the study objectives. Both the parties have agreed upon to render the training on the

basis of logistic/analytical charges as prevailing. However, any eligible scientist of the Skanda Life sciences wish to pursue academics particularly for Doctoral research or any other academic program can do so as per the prevailing academic policies which are in force at SDUAHER.

- a. There will be periodic evaluation of students based on the external training objectives.
- b. Both the parties to this MoU shall commit to provide quality services to the students.
- c. This term of the Agreement is valid for a term of 6 years from the Effective Date, after expiry, both the Parties may extend/renew this agreement for a further period of time on mutually agreed in writing, on the same or renewed terms and conditions.
- d. The agreement may be terminated by giving at least 03 months' notice to either side party subject to discussion.

2. CONFIDENTIALITY

The Parties understand that in the course of their association, they shall have access to confidential information of the other Party. Accordingly, the Parties agree that such confidential information shall be maintained in the strictest confidence and trust and shall not be revealed to any third party and shall not be used for any purpose other than what is authorized through this Agreement.

- a. Any information shared by the other Party and is available in the public domain or which the Party comes to know about through, other than violation of any law or legal obligation owed to the other Party, shall not form a part of Confidential Information.
- b. Both the Parties may disclose confidential information to competent authority, if required under law.
- c. Failure to maintain confidentiality of the information shall entitle the affected Party to sue the defaulting Party for such violation.

3. REPRESENTATIONS AND WARRANTIES

SDUAHER represents and warrants that

- a. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.
- b. It has due permissions, consents, infrastructure, qualified personnel and expertise to offer and duly conduct the Programs.
- c. The Research training, visits and the nature of transaction of this Agreement is legal and permitted by SDUAHER.
- d. It shall take full responsibility to train and teach the students enrolled in the training Programs as per the applicable laws, regulation and guidelines.
- e. It shall take full responsibility to provide details of the preferable sessions, contents and topics to be covered, as per the guidelines laid down by the appropriate authorities, during the training/postings.

SKANDA LIFE SCIENCES represents and warrants that

- a. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.
- b. It has the requisite infrastructure, qualified personnel with expertise advanced equipment's to duly fulfill its obligations mentioned in this Agreement.

4. LIABILITY

SDUAHER and Skanda Life sciences are liable for any violation from either of the party as per the provision of this Agreement.

5. DISPUTE RESOLUTION JURISDICTION

Any dispute arising out of or in relation to this Agreement shall be subject to the Jurisdiction of courts in Bengaluru and the laws of India shall be applicable for such disputes.

6. TERMINATION

- a. Either Parties may terminate this Agreement without any cause by providing a notice in writing to the other Party 60 (sixty) days in advance.
- b. Non-breaching Party may terminate this Agreement immediately, in case of expiry of cure period of 30 (thirty) days provided by the non-breaching Party to cure any breach of this Agreement to the breaching Party and the breaching Party has failed to cure/remedy the said breach.
- c. Skanda life Sciences and SDUAHER may terminate this Agreement immediately, if the Agreement is posing a threat to Research Laboratory safety and/or Academy safety if the students are repeatedly violating the policies.

7. MISCELLANEOUS

- a. No amendments or additions or any modifications or alterations to the provisions of this Agreement shall be effective, unless it is in writing and signed by each Party.
- b. This Agreement is executed on stamp paper with signature of two counterpart
- c. The headings to this Agreement are for convenience only and shall not affect both the parties.
- d. Waiver by either Party of any term or condition of this Agreement at any one instance shall not be deemed.
- e. It is agreed and understood by the Parties that they are entering into this Agreement on a principal to principal basis.

IN WITNESS WHEREOF the parties have through their respective duly authorized representatives, executed the Agreement the day, month and year first herein above written.

Signed & Delivered by Director and founder of Skanda Life Sciences private Limited and Dean FAHBS-SDUAHER Kolar

For Skanda Life Sciences Pvt. Ltd.

Signature:

Name: Dr. Yogeesh S

Title: Director

Director

Skanda Life sciences private Limited

Witness 1

Signature:

Name: Dr.C.D.Dayanand

Address: Dean -FAHBS -SDUAHER.

Dean

Faculty of Allied Health Sciences

Sri Devaraj Urs Academy of -

Higher Education & Research

Tamaka, Kolar-563 101

Signed & Delivered by authorized representative of Sri Devaraj Urs Educational Trust

Signature:

Name: Dr. KNV Prasad

Title: The Registrar-SDUAHER

Address: Tamaka Kolar 563101

Registrar

Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103.

Witness 1

Signature:

Name: Dr. Sharath B. 14.12.21

Title: Prof & HoD of Cell Biology and Molecular genetics.

Address: SDUAHER Kolar.

Dept. of Dept.
Cell Biology & Molecular Genetics
SDUAHER - Kolar

Witness 2

Signature:

Name: Dr. Sarulatha 14/12/21

Title: Prof & HoD of Physiotherapy

Address: SDUAHER Kolar.

Professor & HOD

Dept. of Physiotherapy

Sri Devaraj Urs Academy of Higher Education
and Research, Tamaka, Kolar-563101