

# MEMORANDUM OF UNDERSTANDING (MOU)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is drawn up and agreed upon between the **Essenzaa Nutrition Pvt Ltd** located at 502, 5th Floor, Western Edge, 1, Food Corporation of India Warehouse, Borivali East, Mumbai and **Department of Nutraceuticals, Guru Nanak Khalsa College of Arts, Science & commerce (Autonomous)** as course is established in 2010 in Guru Nanak Khalsa College, N.P. Marg, Matunga Mumbai.

**Essenzaa Nutrition Pvt Ltd** a company registered and having its corporate office situated at 502, 5th Floor, Western Edge, 1, Food Corporation of India Warehouse, Borivali East, Mumbai 400 066, India (herein referred to as **ENPL** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its nominee, affiliates and any successor or successors) of the First Part

And

**Department of Nutraceuticals, Guru Nanak Khalsa College of Arts, Science & commerce (Autonomous)**, situated at Nathulal Parekh Marg, Matunga Mumbai 400 019 represented through its **Principal** (hereinafter referred to as '**Department of Nutraceuticals**'); which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its nominee, affiliates and any successor or successors) of the Second Part:

### WHEREAS:

- A. ENPL is committed to emerge as a global healthcare organization in Nutraceuticals and herbals. Different sectors to be served by ENPL (in general health & wellness, men's health, medical nutrition, kid's health, women health, sports nutrition, weight management & Proyurveda) and innovating products in all these Categories which caters its consumer's present as well as future needs.
- B. The Department of Nutraceuticals is working on new idea generation with innovative products along with Research & Development.
- C. The partners have entered into this MOU because they:
  - i. RECOGNIZE the mutual interest in the fields of research, training and development and dissemination of knowledge.

*Ratna Sharma*

*(Signature)*



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- ii. RECOGNIZE the importance of bridging the gap between industry and academia.
- iii. RECOGNIZE the importance of the Industry Partner within its field of expertise.

Therefore, ENPL and Department of Nutraceuticals recognized that mutual collaboration, given each other's strength in research and facilities thereof, will mutually benefit the students of the department of Nutraceuticals and ENPL industry personnel.

Now therefore, the parties hereto have agreed to enter into a Memorandum of understanding (MOU) considering the long-term benefits of sharing the knowledge between Department of Nutraceuticals and ENPL to establish a vibrant Industry and academic collaboration, by undertaking joint activities in their respective fields of research. As below (hereinafter referred to as "Activities")

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

## ARTICLE I: SCOPE OF THE MOU

The general purpose of this MOU is to facilitate industry and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas.

1. The projects will be jointly carried out at ENPL and Department of Nutraceuticals at its laboratories depending upon the requirements and infrastructure facilities.
2. The collaborative research work for projects will be decided with mutual discussion and consent of ENPL and Department of Nutraceuticals.
3. ENPL and Department of Nutraceuticals will mutually advise and support in planning and executing programs promoting excellence in respective areas of research.
4. Department of Nutraceuticals will provide guidance for the purpose of conducting collaborative research project.
5. ENPL will provide guidance of industry experts for the purpose of conducting collaborative research projects as required.
6. ENPL will allow the use of infrastructure, consumables and equipment for research work.

*Rohit Sharma*

*(Signature)*



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7. ENPL will allow the exchange of scholarly information including research papers, databases and bioinformatics software. Share the library and scientific literature facilities mutually by giving access to library and other resources of ENPL to students of Nutraceuticals.
8. There will be an exchange of scientific expertise between ENPL and the Department of Nutraceuticals.
9. ENPL will allow the students of Nutraceuticals for internship training in R&D, QA/QC, and relative ongoing projects.
10. The Department of Nutraceuticals will provide potential innovative/novel product ideas/ finished products in said categories of ENPL; ENPL will guide the students of Nutraceuticals with specific modifications that are suitable for commercial release.

### ARTICLE II DATA OWNERSHIP

1. ENPL shall have exclusive ownership rights to the Research Data, as well as to the content of analyses and reports relating to the Research which are delivered to the Department of Nutraceuticals by ENPL. ENPL shall be free to use the Research Data and the content of such analyses and reports for its own business purposes. Department of Nutraceuticals agrees not to reproduce and/or disseminate such Research data and the content of such analyses and reports for its benefit or the benefit of any third party.
2. All rights in respect of the Intellectual Property of the Research projects are proprietary to ENPL and the Department of Nutraceuticals agrees not to reproduce and/or disseminate such Intellectual Property for its benefit or the benefit of any third party. However, the Department of Nutraceuticals will be duly acknowledged for their contribution.

### ARTICLE III: GENERAL TERMS

1. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
2. Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.

*Retna Sharma*

*R.*



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3. This MOU may also involve parties by mutual consent, which may be added later by written addendum to this MOU.
4. The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in India.

## ARTICLE IV: DURATION

1. This MOU shall remain in force for a period of five (5) years from the date of the last signature or till completion of course, with the understanding that it may be terminated by the other parties by providing Thirty (30) days' advance written notice to the other.

## ARTICLE V: CONFIDENTIALITY

1. During and from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
2. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party.
  - is received from a third party having no obligations of confidentiality to the disclosing party,
  - is independently developed by the receiving party or
  - is required to be disclosed by law or court order.

## ARTICLE VI: NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind. However, either party may intimate the other party of such collaborations/agreements.

## ARTICLE VII: RELATIONSHIP

*Rohit Sharma*

*(R)*



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Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. Now onwards, till the validity of this agreement, both the parties may mention the name and LOGO of the other in their brochures/ flyers/ websites/ documents as "TECHNICAL COLLABORATOR" for purposes as may be required. But such an instance should be communicated by the user to the other party in writing beforehand.

## ARTICLE VIII: INTELLECTUAL PROPERTY RIGHTS (IP)

Intellectual property rights of both the Parties will continue to be maintained as is and no party will have rights to any IP already existing with each party. Any data, technology, knowledge, invention developed under the sponsored project belongs to ENPL. However, the Department of Nutraceuticals will be duly credited/acknowledged for their contribution. The copyrights on the thesis will belong with the student. In case of any Intellectual Property (except the Copyrights) being developed during the project then the student shall assign the Intellectual Property to ENPL.

## ARTICLE IX: 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 Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## ARTICLE X: AMENDMENTS

Amendments or changes to this agreement or MOU shall be made in writing and signed by the duly authorized Representatives.

## ARTICLE XI: POINT OF CONTACTS

Each Party will nominate its own representatives who would be responsible for all measures to be undertaken under this agreement and they would be called point of contact (PoC). The point of contact for each of the parties are mentioned below:

FOR ENPL:

Dr. Kunal Shah  
Founder  
Essenzaa Nutrition Pvt Ltd

FOR NUTRACEUTICALS:

Dr. Gauri Vahalkar



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Head, Department of Nutraceuticals  
Guru Nanak Khalsa College of Arts, Science & Commerce  
Nathalal Parkeh Marg, Matunga East, Mumbai - 400019

## ARTICLE XII: SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. Agree to limit each party's right to collaborate with others on that subject.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representative on the date, month and year first above mentioned.

For and on behalf of Essenzaa Nutrition Pvt Ltd

For and on behalf of Department of Nutraceuticals

Signature: .....



Signature: .....

*Ratna Sharma*  
29/01/2025

Name: Dr. Kunal Shah

Name: Dr. Ratna Sharma

*Ratna Sharma*



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Founder

Essenzaa Nutrition Pvt Ltd

Designation: Head of Institute (Principal)

Guru Nanak Khalsa College of Arts, Science  
and Commerce (Autonomous), Mumbai



*Ratna Sharma*  
**PRINCIPAL**

G. N. KHALSA COLLEGE (AUTONOMOUS)  
MATUNGA, MUMBAI-400 019.

Witness:

1.

*Magdum*  
*20-1-2025*

Name: *Pooja S. Magdum.*

Designation: *BD Executive*

Witness:

1. *Dr. Ganni S. Vahalkar*

Name: *Dr. G.S. Vahalkar*

Designation: *Head & Asst. Professor  
Nutraceuticals Dept.*