

MEMORANDUM OF UNDERSTANDING

BETWEEN



Shriromani Gurdwara Parbandhak Committee's
Guru Nanak Khalsa College
of Arts, Science & Commerce (Autonomous)
Nathdela Parish Marg, Matunga East, Mumbai, Maharashtra 400019
Affiliated by University of Mumbai & Recognized by Govt. of Maharashtra
Accredited by NAAC with A Grade with CGPA of 3.54

**Guru Nanak Khalsa College of Arts, Science &
Commerce (Autonomous)**

AND

**LifeSenz Cancer Research Labs. Pvt. Ltd
(Mumbai)**

LifeSenz

Scientific Perspective Towards a New Hope

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" also called "Agreement") is entered into from "Date of signing" for a period of 5 Years.

1. Introduction

In accordance with the mutual desire to promote cooperation between **Guru Nanak Khalsa College of Arts, Science & Commerce (Autonomous), Mumbai, Maharashtra, India**, represented by its Principal **Dr. Ratna Sharma** (hereinafter referred to as "**First Party**"), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in- office, administrators, and assigns

And

LifeSenz Cancer Research Labs. Pvt. Ltd. Ecstasy, 502, 5th Floor, City of joy commercial, J.S.D. Road, Mulund (W), Mumbai -400080, represented by is CEO & Director, **Dr. Arindam Banerjee**, henceforth referred to as "**LIFESENZ**" (hereinafter referred to as "**Second Party**"), are entering into a formal collaboration, in the form of Memorandum of Understanding (MoU), for the purposes of academic interactions.

Both **Guru Nanak Khalsa College of Arts, Science & Commerce (Autonomous)** and **LIFESENZ** may be referred to jointly as "Parties" and individually as "Party"

2. Recitals

LifeSenz Cancer Research Laboratories, Pvt. Ltd is interested in engaging with **Guru Nanak Khalsa College of Arts, Science & Commerce (Autonomous), Mumbai, Maharashtra**, (here after called **GNKC**) **GNKC** in areas of mutual interest as framework outlined below but not necessarily restricted to those mentioned below.

GNKC is having faculties with expertise in areas such as Molecular Biology, Protein Purification, Fermentation, and Mammalian Tissue Culture techniques, whose services can be availed by MSME Industries in Maharashtra to develop new products/process and software required by the customers and the society. After studying the strengths and objectives, **LifeSenz Cancer Research Laboratories, Pvt. Ltd** and **GNKC** agreed that they can share the expertise available at both ends for mutual benefits in the field of education, training, social development and enter in MoU. Based on the discussion held among the faculty Members **GNKC** and **LifeSenz Cancer Research Laboratories, Pvt. Ltd** certain thematic areas / programmers have been identified for mutual collaboration. The Benefits of Skill Based Education are follows.

- o Advanced & practical learning for the budding Biopharma sectors of India, through exclusively designed and developed programs by **LifeSenz Cancer Research Laboratories, Pvt. Ltd INDIA**.
- o Participants will get a 360-degree exposure i.e., Theoretical Knowledge, Hands on Experience, Industrial Skills & Career Building opportunities.

It is further agreed that this agreement is being signed by the parties without any pressure, influence, or any type of compulsion. **GNKC** and **LifeSenz Cancer Research Laboratories, Pvt. Ltd** propose to collaborate through. **LifeSenz Cancer Research Laboratories, Pvt. Ltd** in collaboration with **GNKC** will facilitate and/or organize certain mutually beneficial events at regular intervals such as,

1. Industrial Training & Visits: Industrial and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students, of the First Party to visit its group companies and involve in Industrial Training Programs for the First Party. This will provide confidence



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Ratna Sharma
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& smooth transition for students work. Also, the Second party may register on the AICTE internship Portal for the benefit of students.

2. Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
3. Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
4. There is no financial commitment on either of the parties, to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
5. Both Parties to obtain an internal approvals, consents, permissions, and licenses of what so ever nature required.
6. Exploring the incubation of start-up ideas.

In consideration of the above recitals and the mutual benefits to be derived hereafter, the parties agree to enter into an Agreement as follows:

ARTICLE – I: Scope of the MoU

This document outlines a strategic understanding between **LifeSenz Cancer Research Laboratories, Pvt. Ltd** and **GNKC** works together for Skill Based Education. The primary aim of this partnership is to aid in establishing a high- quality people repository in technology and allied fields. This will help **GNKC** to teach and train their students on strategic and innovation technologies and equip the students, faculty of the **GNKC** towards attaining skills in cutting-edge technologies in allied areas of engineering & technology.

ARTICLE – II: Scope and Terms of Interactions

Both **GNKC** and **LifeSenz Cancer Research Laboratories, Pvt. Ltd.** shall encourage interactions between both the Institutes, Students & Staff and Engineers, of both the organizations through the following arrangements:

1. Both **GNKC** and **LifeSenz Cancer Research Laboratories, Pvt. Ltd.** will plan to work on Joint development projects of Mutual Interest and explore for joint working on Govt. funded projects based on mutual agreement.
2. Practical training of **GNKC** students at **LifeSenz** affiliated labs / in the form of One-full Semester Internship at **LifeSenz** Labs, by mutual agreement.
3. Joint guidance of student projects/thesis in various technical areas including Embedded Systems and related Technologies and other areas of national interest at **GNKC** by on mutual agreement.
4. Summer Training Program and On-Job Training program (On Campus or off campus at **LifeSenz** Lab based Training Program)
5. Online subject specific Training Program
6. Guest Lecture, Expert Lecture
7. Skill Development/awareness program and Faculty Development Program
8. There will be no restriction on the contents of the project/report/thesis and on publication of results of the thesis subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.



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9. If the outcome of an Internship or the Thesis work or the combined project results into an intellectual property, for which rights can be secured, it will be decided on case-to-case basis depending upon the contribution from both the Institution. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. will be decided on case- to-case basis after mutual consultation and agreement.
10. **GNKC** should provide the following Infrastructure facilities during this training program depending upon availability.
 - The needful infrastructure of class area, manpower and electrical connections for the classroom equipped with all essential necessities.
 - Necessary fabrication lab space & workshop along with tools. Necessary machines for fabrication process.
 - Accommodation, Hospitality and Local Transportation will be provided to all the trainers, experts, speakers, and Guests based on mutual discussion.
11. The Company **LifeSenz Cancer Research Laboratories, Pvt. Ltd.** can provide Industrial problems for solution by **GNKC** under Consultancy project.
12. **LifeSenz Cancer Research Laboratories, Pvt. Ltd.** will provide its social platform for the publicity of **GNKC**.
13. **LifeSenz Cancer Research Laboratories, Pvt. Ltd.** will provide hosting certificate to the **GNKC**.
14. Any program execution will be done with mutual discussion and agreement of both the parties.
15. There is no financial commitment from either side

a) Courses/Workshops

LifeSenz will organize short-term courses and/or workshops (1-2 days; online/offline modes) to assist GNKC students and faculties to upskill/ reskill their technical knowledge and industry readiness skillsets. At the end of each of these programs there will be an evaluation process and upon successful completion each candidate will be given a 'certificate of completion'. Certificate jointly signed by the principal in respect of Party of the Second Party authorized signatory of the Party of the First Part confirming the points as mentioned.

b) Project work / Publications and Patents

1. In each semester, students of B.Sc./ M.Sc., Biotechnology/Biochemistry from both **Guru Nanak Khalsa College of Arts, Science & Commerce (Autonomous)** could be given projects which will be carried out at both **GNKC, Mumbai, Maharashtra** and /or at **LIFESENZ**. Issues pertaining to project training cost, living expenditure, transportation and other financial aspects related to costs of consumables etc. will be based on mutual agreement between the student and the respective guides (in accordance with the existing rules and regulations of the respective organizations).
2. Research findings arising because of collaborative work between the Parties may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborating Faculty, in the interest of the public. However, if it involves any proprietary designs or patents of **LIFESENZ/ Both GNKC**, the findings will be published and/or presented and further made public only with the prior consent of the authorized personnel representing both **GNKC** and **LIFESENZ**. In cases where the studies are fully sponsored either by both **GNKC** or **LIFESENZ**, the sole proprietary owner of the findings will be the organization funding the study. Under these circumstances, the Parties hereby acknowledge and agrees that the ownership and title in any/all research publications and inventions developed, prepared, first reduced to practice, and/or created as part of the arrangement under this MoU and the proprietary rights therein, always, shall vest with the sponsor. In case of partial sponsorship by both parties, credit sharing will be decided upon a case-by-case basis.



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3. Research findings published by either Party will give credit to the other Party's contribution, but the Party publishing them will be entirely responsible for conclusions and interpretations reported.
4. Each Party owns, and will continue to own all right, title and interest in and to any intellectual property that it owned prior to this MoU, or that it created or acquired independently of its obligations pursuant to this MoU.
5. Further, all the inputs by LIFESENZ or any of its staff/employee, under this MoU which is shared by LIFESENZ with both GNKC under this MoU shall always be identified as property of LIFESENZ and LIFESENZ shall be the owner of the any proprietary rights therein. Any exchange of material for research purposes by personnel in both GNKC and LIFESENZ will be done based on mutual consent and decided upon on a case-by-case basis.

ARTICLE-III: Sharing of Facilities

- a) LifeSenz Cancer Research Laboratories, Pvt. Ltd. shall extend its facilities for GNKC students towards the smooth conduct of Internships, expert lecture and Projects depending on their convenience and availability of time & staff.
- b) LifeSenz Cancer Research Laboratories, Pvt. Ltd. provides access to the library facilities to the members of faculty and students as per the LifeSenz, Cancer Research Laboratories, Pvt. Ltd. rules and norms
- c) LifeSenz Cancer Research Laboratories, Pvt. Ltd. will also share its facilities with GNKC as per LifeSenz Cancer Research Laboratories, Pvt. Ltd. norms.

ARTICLE-IV: Effective Date and duration of the MoU

- a) This MoU will be effective from the date of its approval by competent authorities at both ends.
- b) This MoU shall be in effect initially for a period of 5 years from the date of signing by both the Parties, renewed further for 5 years if mutually agreed upon. However, if any important combined projects are under execution, both parties agree to complete the work even the MoU is not effective after five years.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MoU will not in any manner affect the interests of the students & faculty who have been admitted to pursue a Training/Project under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of LifeSenz Cancer Research Laboratories, Pvt. Ltd. and GNKC.

ARTICLE - V: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, will be decided by GNKC and LifeSenz Cancer Research Laboratories, Pvt. Ltd. based on Mutual agreement.

ARTICLE – VI: Confidentiality

During the tenure of the MoU both GNKC and LifeSenz Cancer Research Laboratories, Pvt. Ltd. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both GNKC and LifeSenz Cancer Research Laboratories, Pvt. Ltd. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such



Signature: Rohanesh
Signature: V. Chandley

confidential information for any use other than intended under this agreement or PROJECTS. Further both **GNKC** and **LifeSenz Cancer Research Laboratories, Pvt. Ltd.** should put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information should not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain.
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE – VII: Amendments

Any amendment and/or addenda to the AGREEMENT should be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE – VIII: Compensation, Force Measure, Approval and Dispute Settlement

a) Compensation

Neither Party shall be liable to the other for any incidental, indirect, special or consequential damages, including but not limited, to loss of profits, loss of use, loss of revenues or damages to business or reputation arising out of or in connection with this Agreement or any aspect thereof. Neither Party shall be liable to the other by reason of the termination or expiry of this Agreement for compensation or damages on account of the loss of prospective business or on account of expenditures in expectation thereof.

b) Force Majeure

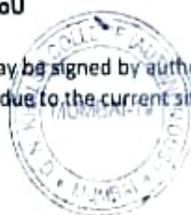
Any delay or failure in performance by the party to this Agreement, shall not constitute default hereunder to give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party including but not limited to acts of Nature, Strikes, Lock outs or other concerted acts of workmen, fires, floods, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, pandemic situation, civil commotion and criminal acts of third persons. If the project under execution is delayed by such force majeure, then upon the happening of such delay, the parties within 30 days of the happening of such event, shall give notice in writing, requesting for extension of time indicating the period for which extension is desired. Efforts will be made by both parties to give fair and reasonable extension of time for the projects at their discretion but no monetary allowances shall be made unless it is mutually agreed.

c) Approval of the MoU

This Agreement may be signed by authorized officials, whether by original signature or by scanned signature due to the current situation (provided the pdf documents accompanied



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with official email), signature/approval over official email, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.

d) Dispute and Settlement

- I. In case of any dispute (s), steps shall be taken by the parties to the MOU to settle the same through amicable negotiations. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the designated official as per the bye law of **GNKC, Maharashtra** to arrive at a settlement.
- II. In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration for resolution of the dispute under Arbitration and conciliation Act 1996. The arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996. The dispute shall be referred for arbitration to sole arbitrator to be appointed by the designated official (s) as per the bye law of **GNKC, Maharashtra**. The award of the sole arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Maharashtra in India. The Award to be given by the Arbitration shall be a speaking award.
- III. **Applicable Laws and Jurisdiction of Courts**
Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the MOU including the arbitral proceedings. The competent Courts at Mumbai in the State of Maharashtra - India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this MOU shall be to the exclusive jurisdiction of Mumbai courts in the State of Maharashtra.

There is no Financial Commitment under this MoU from either side.

For

Guru Nanak Khalsa College of Arts, Science & Commerce (Autonomous), Maharashtra

By

Ratna Sharma
Name: Dr. Ratna Sharma
PRINCIPAL
Principal, GURU NANAK KHALSA COLLEGE (AUTONOMOUS)
MATUNGA, MUMBAI-400 084

Witness 1:

Dr. Kanita Parvatey

Witness 2:



For

LifeSenz, Cancer Research Labs. Pvt. Ltd



By

Arindam Banerjee
Name: Dr. Arindam Banerjee, Ph.D. **DIRECTOR**
CEO and Director

Witness 1:

Name: Dr. Rajasekaran
Research Scientist

Witness 2: