

MEMORANDUM OF UNDERSTANDING

between

CLIMED RESEARCH SOLUTIONS

and

FACULTY OF PHARMACY, INTEGRAL UNIVERSITY, LUCKNOW

Dated 25 October 2024

(Hereinafter called 'MOU')

1. PREAMBLE

CLiMed Research Solutions (hereinafter called "CRS") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, executors, successors and assignees), Gurugram, Haryana, India having its registered office at

And

Faculty of Pharmacy, Integral University, Lucknow (hereinafter called "FOP, I.U. ") was established in 2004. The Faculty of Pharmacy offers education for Diploma, Bachelors and Master's Program in Pharmacy apart from a six-year degree program leading to Doctor of Pharmacy along with Ph.D. in different disciplines of Pharmaceutical Sciences.

WHEREAS

CLiMed Research Solutions, is a growing research organization, a registered company under Ministry of Corporate Affairs, Govt. of India, with expertise in providing research solutions in various fields like medical writing, regulatory affairs, pharmacovigilance, and data analytics. CLiMed having the registered office at 33, Shiv Vihar, West Rajiv Nagar, Gurugram, Haryana, India-122001. CLiMed furnishes services in various areas such as research consultations, career consultancy, project management, regulatory affairs, events, conferences, courses, and training. CLiMed also provides a gateway to abroad for the students who want to pursue careers and shape the future by providing excellent assistance and service until they reach the goal.

Faculty of Pharmacy is consistently ranked amongst the top 50 Pharmacy Institutions of the country by NIRF, Ministry of HRDC, Government of India over the past seven years. The Faculty of Pharmacy offers education for

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Head

Department of Pharmacy  
Integral University



Dr. Ajit Singh, PhD  
Founder & CEO  
CLiMed Research Solutions & Curio



Diploma, Bachelors and Master's Program in Pharmacy apart from a six year degree program leading to Doctor of Pharmacy along with Ph.D. in different disciplines of Pharmaceutical Sciences. The Research areas at Faculty of Pharmacy are Cardiovascular and metabolic disorders, Neurological Disorders, Gastrointestinal and Liver disorders, Phytopharmacological research, Synthesis of medicinal compounds and pharmaceutical drug development. State of art infrastructure having Central Instrumentation facility, various research laboratories, Project labs, IAEC approved Animal House. Research Grants from Ministry of AYUSH, Govt. of India and UPCST. The faculty has published 300+ articles in SCOPUS & SCI Indexed Journals over the past five years and has also been able to secure grants of Patents Published and has currently 102 Research Scholars pursuing Ph.D programme

## 2. OBJECTIVES AND OBLIGATIONS OF PARTIES

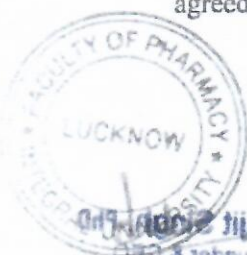
CRS and FOP, I.U. have agreed on cooperation and collaboration in developing talent and expertise in pharmaceutical sciences. CLiMed Research Solutions is entering this MoU Exclusively for its Clinical Pharmacy and international career training programs. This MoU is an understanding between the Parties to collaborate and conduct research on the area of mutual interest as may be agreed upon in a separate agreement to increase efficiency and avoiding duplication of efforts. Specific activities and obligations of Parties are listed below:

### By CLiMed Research Solutions:

- Student internship program and/or recruitment opportunities to Help Partnering Institute students gain industry experience, where they may have opportunities to collaborate in an international environment and have access to various racecourses based on the satisfactory p rformance during the internship, academic qualification, availability of vacancy, match of qualification with the requirement and meeting the selection criteria of CRS.
- It is clarified that this MoU does not bind CLiMed Research Solutions to recruit or engage with or provide internship to student or Representative of Partnering Institute, and any such recruitment, engagement, or internship shall be subject to the academic qualification, practical experience, policies, rule and discretion of CRS. The students or representatives of Partnering Institute shall undergo an evaluation process before being inducted for internship by CRS.
- Provide input to any evolving syllabus/coursework, if deemed required by Partnering Institute, as mutually agreed from time to time between the parties.

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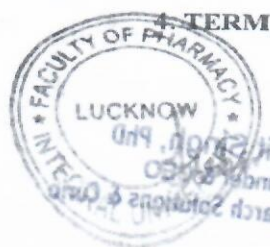
- d. Sharing of Practical industry knowledge via guest lectures, workshops, conferences, symposiums, short training courses as and when required by Partnering institute if and when feasible for **CRS**, on topic and per schedule and timelines mutually agreed.
- e. Sharing knowledge with Partnering institute and guidance on the key requirements in evolving Pharmacy environments on such topics, at such frequency and for such type of students/courses and in the manner may be mutually agreed from time to time between the parties.

**By Partnering institute**

- f. Provide access to the campus of Partnering institute for enabling **CRS** to conduct recruitment selection and Training related activities and coordinate between eligible students and **CRS** through a responsible representative.
- g. Partnering institute shall ensure that its students diligently attend all the days of any internship throughout its duration and shall dutifully satisfy the work assigned without default.
- h. Any student (s) undergoing an internship with **CRS** if found violating CliMed research policies, rules, and regulations or indulging in such activities that amount to tarnishing the image of **CRS** or causing damage to the person and/or property of **CRS** or any other misconduct, such student's internship program at CliMed Research Solutions would be terminated. **CRS'** decision as to student misconduct will be final and binding on both students and the Partnering institute. **CRS** would not be liable for any payment as compensation or damage for such termination.
- i. Partnering institute shall ensure that students shall devote their best effort to attend any internship and maintain at least 80% attendance every month and provide written intimation for any absence.
- j. Partnering institute shall treat **CRS** on par with any organization or companies to which it provides the maximum services and preference.

**3. AGREEMENT ON IDEAS, INVENTIONS AND CONFIDENTIAL INFORMATION**

By signing this MoU, both parties are agreeing to follow the below mentioned confidentiality and copyright instructions in Section 4 and 5.



CliMed Research Solutions  
Gurugram, Haryana-122001, India

*Dr. Ajit Singh*  
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- 4.1. In witness whereof, the parties have executed this document on the day 16<sup>th</sup> March 2024 for the duration of **36 months** till 15<sup>th</sup> March 2024. Amendments or revisions can be considered based on the mutual understanding in annual meetings between **CRS** and **FOP, I.U.**
- 4.2. Either party may terminate the MOU without cause by written notification signed by the appropriate official of the party initiating the notice. Such notice must be received by the other party one month, prior to the efficient termination date.
- 4.3. Each party is entitled to terminate this MOU for with in the event:
- Other party fails to perform any material obligation under this MOU or breach by other party of any representation, warranty or condition of this MOU.
  - For any reason whatsoever, other party become disentitled in law to perform its obligations under this MOU.
  - A change in constitution of other party that will materially affect its ability to perform its obligations under this MOU.
- 4.4. Termination shall not affect the rights or obligations of either party accrued as of such effective date of termination or that may arise subsequently with respect to transactions initiated or completed prior to the effective date of such termination.
- 4.5. Upon termination of this MOU, each party shall forthwith cease and desist from using the Intellectual property of other party and return all confidential information in its possession to the other party. In the vent of termination of this MOU **CLiMed RS** shall not be liable for paying any sums or sums whatsoever by way of compensation, damaged or loss or otherwise to **FOP, I.U.**

## 5. CONFIDENTIALITY

(a) "Confidential Information" shall mean all information provided by **CLiMed RS** ("Disclosing Party") to **FOP, I.U.** ("Receiving Party") or accessed by Receiving Party in the performance of the MOU, whether in writing pictorially, in machine readable form, orally or by observation during visits to disclosing party's premises, including but not limited to: means and includes all registered or unregistered intellectual property, proprietary information, brand plans, financial information, know-how, processes, trade secrets, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing, business

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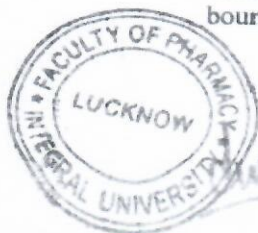
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Integral University



records, business strategies and any other information so classified by a party to be confidential information provided that confidential information excludes any information which:

- i. is in the public domain,
  - ii. was available to receiving party on a non-confidential basis from a source other than the disclosing party,
  - iii. becomes public knowledge or comes into the public domain through no action, failure to act or omission of the receiving party subsequent to disclosure, or
  - iv. becomes available to the receiving party from a third party who has not obtained it in breach of an agreement with the disclosing party
- (b) The parties recognize that, by virtue of this MOU, they may be given and have access to confidential information. The receiving party undertakes not to divulge or communicate to any person (unless required by law or by any regulation or by any government authorities or with proper authority or for the purpose of enforcement of this MOU) or use or exploit for any purpose whatsoever, any of this confidential information that it receives or obtains as a result of entering into this MOU, and shall use reasonable endeavors to prevent its officers, employees or agents if any from doing so. This obligation and restriction shall continue in full force without limit in point of time but shall cease to apply to information or knowledge, which may properly become known into the public domain through no fault of the parties, or worse already known.
- (c) The receiving party agrees to maintain the Disclosing Party's confidential information with at least the same degree of care it holds its own information and, in any case, not less than a reasonable degree of care. Confidential information shall be used solely for the purpose of this MOU and will be kept confidential by the receiving party and shall not be disclosed, in whole or in part, to any other person or party without the disclosing party's prior permission in writing. The receiving party may disclose the disclosing party's confidential information to its officers, employees and students of **FOP, I.U.**, on a "need to know" basis, that too only after prior agreed by **CLiMed RS** in the writing ("representatives") provided (i) the representative has a "need to know" such information of such activity; (ii) the disclosure is limited to the purpose of conducting such activity and (iii) Representatives will be informed of the confidential nature of the information and shall be bound by similar obligations of confidentiality and non-use as are contained in this MOU.



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Founder & CEO  
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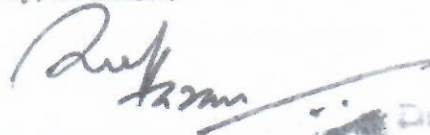
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- (d) The Receiving Party hereby undertakes on behalf of itself and Representative to keep the confidential information safe and secure at all times and separate from any other information. The Receiving Part also undertakes, not to use, reproduce, transform or store any of the confidential information on an externally accessible computer or electronic information system or transmit information is not disclosed or duplicated for the use of any third party.
- (e) Notwithstanding anything to the contrary contained in this MoU, it is agreed between the Parties and FOP, I.U. hereby acknowledges that CliMed RS, its group companies and/or its or their authorized third parties shall have access to the contents of this MOU including personal information and sensitive personal data or information of FOP, I.U. as contained in this MOU or as may be exchanged whilst performing the obligations under this MOU. FOP, I.U. hereby expressly permits such disclosure and waives any right to object in future.
- (f) FOP, I.U. acknowledges and understands the sensitivity of the confidential information to which its Representatives may have access to while at any CliMed RS facilities or premises and shall take all steps to ensure its Representatives handle any such Confidential Information with the standard or care expected from the MOU, including but not limited to reinforcing its obligation towards CliMed RS with each of its Representatives on a regular basis.

Signatures on Behalf of Faculty of Pharmacy, Integral University, Lucknow:


  
Prof. Juber Akhtar  
Head, Department of Pharmacy,  
Integral University,  
Lucknow

  
Prof. Syed Misbahul Hasan  
Dean, Faculty of pharmacy  
Integral University,  
Lucknow

Witness:

  
Prof. Tarique Mahmood Ansari



  
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CLiMed®Educational Services  
(a part of CLiMed® Research Solutions)



Signed on behalf of CLiMed RS, Gurugram:

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Witness:

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**Dr. Ajit Singh, PhD**  
Founder & CEO  
CLiMed Research Solutions & Curio

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Dr. Ajit Singh  
Co-founder & Chief Executive Officer  
Research Solutions Gurugram, India - 1

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Name: Dr. Sheetal Chauhan  
Designation: Managing Director CLiMed  
Research Solutions Gurugram,  
India - 122001

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