

পশ্চিমবঙ্গা

MEMORANDUM OF UNDERSTANDING BETWEEN SHRM Biotechnologies

Pvt. Ltd. AND Kalyani Mahavidyalaya

THIS MEMORANDUM OF UNDERSTANDING is made on 06.12.2022

SHRM BIOTECHNOLOGIES PVT LTD (SHRM) - is one of the very few companies in Eastern India having multidimensional strengths and capabilities to provide Organized & Comprehensive Training & Skill Development Services in the field of Biotechnology & Life Science. The Company was Incorporated in the year 2006, and registered under the Ministry of Corporate Affairs, Govt. of India. SHRM Biotech focuses on being a Training Institute engaged in providing much-needed Technical Training in Biotechnology & Life Sciences courses for aspiring students.

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To start with, as part of the core organization we have strategically placed our institutional-training facility at the interface of urban and rural Kolkata, with an aim to generate a more aware and trained biotechnology workforce in rural & urban sectors of West Bengal. Particularly sensing the need of reaching out to the strong capability and benefits of Biotechnology as a scientific tool to the rural poor among whom it is acutely needed today with rising incidences of biological disasters culminating to crop failures, cattle/poultry deaths, Enhancing Feeds as well as concerns of low productivity and sustainability of classical agricultural practices. SHRM Biotech has started with a vision to bridge the gap between the industry and academia by understanding the needs of the industry and the potential of educational institutes and to be the leading service provider in all areas of industrial and academic biotechnology in Kolkata and in India with a knowledge-based approach and personalized customer service. Realizing biotechnology as one of the greatest intellectual enterprises of humankind, thereby provides the impetus that fulfills this potential of understanding life processes and utilizing them to the advantage of humanity.

AND

Kalyani Mahavidyalaya (KM), Kalyani Mahavidyalaya, popularly known as Kalyani College established in 1999, is a government-aided general degree college at Kalyani in Nadia district, West Bengal, India. The college offers undergraduate degree courses in arts, science, and commerce. The college was established and started its journey on the 18th of July, 1999. Presently, the Kalyani Mahavidyalaya is running 18 Honours courses in different fields of science, humanities, and commerce. Dr. Runu Das is currently the principal of this college. Kalyani Mahavidyalaya is affiliated with the University of Kalyani and is also recognized by the University Grants Commission (UGC).

1. Purpose of the MoU

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The SHRM Biotechnologies Pvt. Ltd. (hereafter referred to as SHRM) and the Kalyani Mahavidyalaya (hereafter referred to as KM) intend to develop cooperation and collaboration in research for development, training, joint diploma/certificate programs, and other agreed activities that further the aims and objectives of the Institutions as follows:

- a) To encourage, and use reasonable endeavors of each other to effect, without crossing the limitations of each other's resources, policies, and procedures, visits from one Institution to the other by members of the academic, research, and other staff for the purpose of participating in teaching, training, research for development programs and other agreed activities.
- b) To make use of SHRM's facilities and services as per approved rates such as Sample testing (if applicable), Hiring Equipment, Leasing out space, etc.
- c) To develop within the limitations of the Institution's resources, policies, and procedures, collaborative work plans that specify the activities to be undertaken, objectives and targets, implementation mechanisms, roles and responsibilities, and resource contributions.
- d) To jointly explore external funding opportunities through project proposal development, thus enabling both Parties to expand and extend their collaborative activities.
- e) To provide, within the limitations of the Institutions' resources, policies, and procedures, qualified students hosted by one institution access to research opportunities and/or degree programs at the other institution.
- f) To organize and conduct seminars, webinars, conferences, events, conclaves, annual conferences, business plan contests, etc. in joint collaboration subject to the availability of funds.

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- g) To encourage the exchange of scientific materials, publications, and information. The actual exchange of materials will be done on a purely voluntary basis and subject to required institutional Material Transfer Agreements.
- h) To encourage and support the start-up, incubation, and development of innovation-led, high-growth knowledge-based businesses in the multidisciplinary area of biotechnology and other fields of life sciences.
- i) Incubates of both organizations may avail the facilities and may visit the incubators to avail training and learnings from the expert, in addition, residential workshops can be organized for the incubates of the incubators. However, the costs incurred on the following will be decided mutually.
- j) To facilitate the creation/ development of new experimental and research/ training facilities/ Joint Diploma programs through the mutual cooperation of KM and SHRM through the exchange of experts etc.
- k) To share the infrastructure facility for conducting R & D works leading to entrepreneurial ventures in life sciences and allied areas as per mutually agreed terms and conditions.
- Make the best efforts to support startups from the region with knowledge and access to resources (e.g., incubation facilities, technology labs), so that innovative ideas can be transformed into successful business ventures.
- m) Charges/fees/rent for the services wherever required by the service provider institute will be paid by the user party as per mutually agreed terms and conditions.
- n) Exchange of human resources/facilities/services between both parties will only be within the scope of the agreed terms and conditions and is for the duration of this MOU and may be extended subject to mutual agreement between the parties.

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- o) Each party shall bear its own share of expenses and costs of travel, boarding, and lodging (if applicable) with regard to all discussions and activities between the parties.
- p) Both parties shall coordinate to the extent possible, within the constraints of their Organization's security provisions, reasonable access to their respective facilities as needed to facilitate any activities.
- q) Providing endorsement, support, and dissemination of information on activities, projects, requests for participation, etc.
- r) Promote entrepreneurship create awareness, and motivate the youth.
- s) Helping in the creation of direct and indirect employment through various programs.

2. Major Objectives/ Scope of the MoU

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- a) The students of KM may avail their dissertation projects/training/skill development programs/internship from SHRM at a discounted cost (as compared to the catalog price) which may be decided upon mutual consent. The cost would be borne by the students. The entire revenue would be taken by SHRM and KM would have no share in the total revenue generated.
- b) SHRM would arrange industrial visits (subject to availability) for the students of KM on a cost basis that should be either borne by the students or by the KM. KM would have no share in the total revenue generated.
- c) SHRM would be assisting KM regarding the initiation of a certificate or Diploma course in Medical Laboratory Technology and setting up the department of medical laboratory technology. In this regard, KM may either hire SHRM as consulting partner or may

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launch the course on a joint basis or both. The financial aspects regarding the three aforementioned scenarios may be decided on mutual consent.

- d) SHRM in collaboration with KM may arrange for joint workshops/ training/ webinars/ seminars/ conferences etc. The location for the said programs and the participating charges may be defined upon mutual consent. However, the number of committed students for each workshop should be decided mutually on a prior basis. KM will have no claims on the total revenue generated from the aforementioned programs unless the program is held in the KM premises or uses KM facilities. KM expects and insists upon at least one workshop per year to be held in college to facilitate local participation and in that case, revenue would be shared between both parties on mutual consent.
- e) KM and SHRM will jointly promote the activity that would be conducted. The participants can be beyond the aegis of KM as decided by both parties.

3. Future Objectives/Prospect of the MoU

- 1. Research collaboration/ Grant Writing Support/ Publication, Book Chapter Writing/ Faculty Development Programs. These can be an obvious consequence of long-term association between both parties. Publications, Patents, and other output can be on a collaboration basis and other services can be availed by KM from SHRM on paid but on discounted basis.
- 2. Setting up Bio-Incubator or Community Bio-Innovation center. For the above, KM would be hiring SHRM Biotechnology for consultancy purposes.

4. Understanding between the two Parties

a) Both parties acknowledge the need to create an ecosystem for promoting innovation and entrepreneurship and are interested in partnering to further this cause.

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Principal KALYANI MAHAVIDYALAYA Kalyani, Nadia

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- b) There is a need to inculcate an entrepreneurial & problem-solving mindset among the students and youth
- c) Both parties will work on applying and conducting various government skill development projects for the benefit of a wide spectrum of students.

4. Non-exclusivity

The relationship of the parties under this MOU shall be non-exclusive and both the parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind.

5. Termination of MoU

This MOU commences from the date of the last signing and shall be in force for 3 years. The MOU may be terminated at any time by mutual consent or by 6 months' notice by either party. It may be amended, modified, extended, or renewed only by the written consent of both Parties. The Institutions agree to review this MOU six months prior to the end of the 3-year term.

6. Confidentiality

- a) The parties to this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of either party. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- b) Except as reasonably required, both the parties covenant that neither the party shall at any time during this MOU or at any time after it is terminated disclose or reveal to any person/organization or otherwise make use of confidential information including any of the trade secrets, confidential operations, processes or dealings or any information concerning the parties and their subsidiaries, business, finances, transactions or affairs of

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the affiliates/agencies or any of their ventures which may come to the knowledge of either the party during the period.

c) During the period of the MOU, each party agrees to respect each other's freedom of operation. Neither the parties shall interfere in the affairs/functioning of the other.

This MOU is not intended to create any legally binding obligations nor any financial commitment on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation as stated above.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

SHRM Biotechnologies Pvt. Ltd.

Name: Dr. Rupak Roy.

Place: Kalyani

Signature: Ak.

Designation: Research Scientist Address: Humaipur, Poddar House

Post Office: Abdalpur Madhyamgram, Kolkata

West Bengal, India, Pin: 700155.

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Kalyani Mahavidyalaya.

Signature:

Principal

War 06.12.22

Name: Dr. Runu Das MAHAVIDYALAYA Kalyani, Nadia

Place: Kalyani

Designation: Principal

Address: Kalyani Mahavidyalaya, City Centre Complex, Kalyani, West Bengal

741235.

I. Konshih Mukherjee I Witness 1: Assirsfant Professor, Dept. of Microbiology