

Bhujbal Knowledge City

Institute of Pharmacy

Date: 20/12/2018

To

Mr. Viral Gandhi

Asahi Kasei India Pvt. Ltd.

Bandra (E), Mumbai 400 051

Subject: Submission of signed copy of MoU

Dear Sir

I am delighted to inform you that we have received two hard copies of the MoU on 19/12/2018.

Both the copies are signed by the undersigned and sending back one copy to retain for your information and necessary action.

The MET's Institute of Pharmacy, Bhujbal Knowledge City, Nashik is looking forward to work with Asahi Kasei India Pvt. Ltd.

Thank you for your interest.

PRINCIPAL

MET's Institute of Pharmacy Addaon, Nashik-3.





MEMORANDUM OF UNDERSTANDING

BETWEEN

ASAHI KASEI CORPORATION

1-1-2 Yurakucho, Chiyoda-ku, Tokyo 100-0006

JAPAN

AND

MET's Institute of Pharmacy

Bhujbal Knowledge City

Adgaon, Nashik

This memorandum of understanding ("MoU") is executed on the 1st day of December, 2018 (the "Effective date").

BETWEEN

ASAHI KASEI CORPORATION, 1-1-2 Yurakucho, Chiyoda-ku, Tokyo 100-0006 Japan through its senior GM of Functional Additives Division which expression shall unless repugnant to the context of meaning therefore include its successor and permitted assignees of the **FIRST PARTY**,

AND

MET's Institute of Pharmacy, Bhujbal Knowledge City, Adgaon, Nashik 422 003 (Maharashtra) established on 2006 and represented through its PRINCIPAL which expression shall include its successors in the office and permitted assignees of the SECOND PARTY,

And the First Party and the Second Party shall be collectively referred to as "Parties" and individually as "Party",

WITNESSETH:

Whereas the First Party having its objectives to introduce the High-Performance Microcrystalline Cellulose manufactured by the First Party ("Excipient(s)") to the faculty members and students of the Second Party.;

AND

Whereas the Second Party having its objectives to conduct the research work using the Excipient(s);

AND

Whereas, each Party will undertake to support each other's effort for the specific purpose mentioned in this MoU,

Now, Therefore, the Parties have intended, agreed and consented to the following terms and deeds in pursuance of the common intent:

1. The First Party:

- Shall provide the Excipient(s) sample to the faculty members and students of the Second Party;
- Shall provide the Sencond Party with technical advice relating to the Excipient(s), including but not limited to, formulation information of solid oral dosage forms using the Excipient(s).

2. The Second Party:

- Shall make all necessary infrastructural facilities such as instruments, equipment and laboratories available to conduct its own experiments using the Excipient(s).
- Shall conduct the comparative study of different grades of the Excipient(s), and other microcrystalline cellulose products and/or excipients available on market from different manufacturers.
- > Shall use the statistical tools in the comparative study above.
- Shall publish the data through publication in pharmaceutical journal and/or academic conference.

- 3. This MoU will be effective when signed by both the parties and shall remain valid for three (3) years from the Effective date. The term of this MoU may be extended on a mutual written agreement.
- **4.** Either Party shall have the right to terminate this MoU with thirty (30) days prior written notice to the other Party.
- 5. The obligations of each Party have been outlined in this MoU. Any alternations or modifications to this MoU shall be mutually discussed and agreed in writing.
- **6.** In case Parties agree to conduct a collaborative research project, Parties shall negotiate and execute a new contract separately.
- 7. Parties shall maintain strict confidentiality of the information shared during the term of the MoU. None of the Parties shall disclose the information to anyone without prior written consent of the other Party.
- 8. Parties shall strive to settle any disputes amicably between themselves. Any and all disputes or controversies arising out of or in connection with this MoU shall be submitted to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

In consideration of the mutual covenants contained herein above and the terms and conditions of this MoU and in witness whereof Parties have hereinto set their hand/seal:

For and on behalf of First Party

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Motomichi Kishino Senior General Manager Functional Additives Division Performance Materials SBU ASAHI KASEI CORPORATION For and on behalf of Second Party

Dr. Sanjay J Kshirsagar Principal, MET's Institute of Pharmacy, Bhujbal Knowledge City, Nashik