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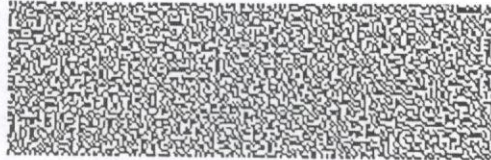
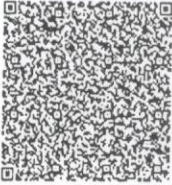
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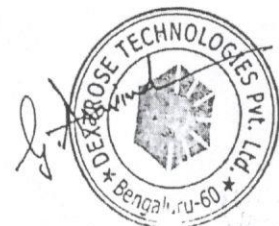
**Memorandum of Understanding
 Between**

Acharya Institute of Technology (AIT)
 And
 Dextrose Technologies Pvt. Ltd. (DTPL)
 For

Collaborative Research and Development

Deven
PRINCIPAL

**ACHARYA INSTITUTE OF TECHNOLOGY
 Soidevanahalli Bangalore-560 107**



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1. Purpose, Objectives and Goals:

1.1. Purpose

This Memorandum of Understanding (MoU) establishes the framework for collaborative research and development, education, and training efforts (hereafter called "Collaboration")

Between

Acharya Institute of Technology the first party [hereafter referred as AIT] is a constituent college under the educational conglomerate Acharya Institutes. In its 27 years of existence, Acharya is a home away from home for nearly 3000 international students from 75 countries. With over 15000 students on its state of the art 120- Acre campus, Acharya is today the LARGEST Composite Academic facility in Bangalore, the silicon valley of India. AIT is affiliated to Visvesvaraya Technological University, Belgaum, recognized by UGC and AICTE and NAAC Accredited, located at Acharya Dr. Sarvepalli Radhakrishnan Road, Acharya PO, Soldevanahalli Bangalore-560107, hereinafter referred to as "*INSTITUTE*" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the Other Part.

And

Dextrose Technologies Pvt. Ltd, Bengaluru, a section 7 company engaged in nurturing biotech innovation and thereby accelerating Life Science domain. We bridge the gap between industry and academia, thereby enhancing innovation in the field of biotechnology. Hereafter referred as "DTPL" and having registered office address at #124, 2nd Floor, 1st Main Road, Kengeri Satellite town, Bengaluru – 560060, the second party.

Collaborations under this MoU are focused on collaborative R&D in Broad Areas of Life Sciences. The MoU is intended to expedite research and development of new methods and technologies that can be implemented in support of DTPL's mission as well as aimed at enhancing the quality of research and education at AIT.

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Both AIT and DTPL believe that this Collaboration will contribute to accelerate methods and technology advancement in various fields of biological sciences. The two organizations further believe that successful Collaboration will leverage beneficial results via method and technology transfer, education, and training.

1.2. Objectives AIT and DTPL will work collaboratively to expedite development of methods and technologies in Life Sciences that are needed to address the critical national needs.

1.3. Goals

Identify methods and Life Sciences-technology needs, formulate research and development projects that address our national needs, and establish arrangements that describe how personnel and resources of AIT and DTPL will be effectively utilized to perform research and development projects addressing the national needs (for example Enzyme Discovery, application of Molecular Dynamics, Bioinformatics, Animal cell culture etc.).

Perform collaborative research and development projects in an expeditious manner. Setup education and training programs at AIT as per prevailing UGC/other regulation with resource persons from DTPL as well as AIT. These may involve UG/PG/M.Phil /Ph.D/Post-Doc programs with guides and co-guides from the two organizations, continuing education for DTPL and other industry employees, short-term assignments at DTPL for AIT faculty or staff, etc.

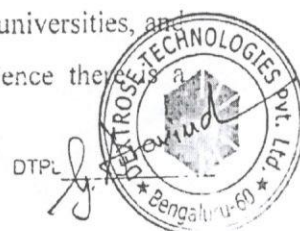
Any joint activities under this MoU can be carried out by signing an Annexure, Affixed to this MoU from various Departments of AIT.

2. BACKGROUND AND PROGRAM SCOPE:

2.1 Background.

R&D in biological sciences around the world has provided great impetus for the development of country's pharmaceutical industry that can be utilized to meet our health, bio-technology, and service sector needs. Although the national laboratories have been in the forefront of R&D, commercial business successes are wanting. Acute shortage of skilled engineers, lack of relevant academic and research programs beyond the critical mass in the universities, and poor university-industry collaboration are the causes for this situation. Hence there is a

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pressing need for collaborative R&D between the academic and research laboratories and the industry.

AIT has embarked on setting up facilities with R&D thrust in all departments, both in the clinical and basic sciences, under national and international collaborations. The staff and students are actively involved in clinical and research activities, including publication of papers in reputed professional journals. In addition, sponsored R&D programs will also be carried out.

2.2 Program Scope.

Under this MoU the two organizations AIT and DTPL will meet on a Quarterly basis to identify areas of research and development, education, and training that can be efficiently addressed through a collaborative approach. R&D programs and the education and training programs will be carried out in AIT's relevant center and at DTPL. Further productizing the collaborative R&D efforts at either organization, such as through entrepreneurial incubation cells, also may be carried out under this MoU.

3. RESPONSIBILITIES:

3.1 AIT agrees to:

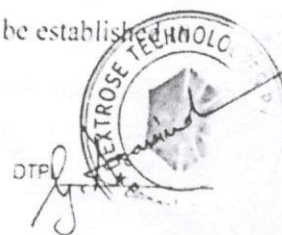
Work with DTPL to exchange information consistent with areas of collaboration, develop, formulate, and submit proposals of interest singly or jointly with DTPL to DST, DBT, DRDO, BIRAC and other national laboratories (such as R&D projects, technology assessment, and testing), and carry out such sponsored projects. Describe specific R&D projects, education activities, and training programs that will be jointly pursued by AIT and DTPL.

Facilitate relevant (UG/PG/M Phil/Ph.D/Post-Doc) programs for qualified DTPL employees; the Guide/Major Advisor shall be from DTPL and Co-guide shall be from AIT for each such program the admissions will be governed by the UGC regulations in this regard from time to time.

Facilitate its relevant center (laboratories, library, office support, fields, etc.) for conducting such research work at as per the policies.

Participate in joint technical activities (e.g., inspections, workgroups, scientific or engineering panels) with representatives from DTPL, and other organizations which may be established to provide technical advice and guidance on issues related to the national needs.

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Assign a Management Point of Contact and Technical Lead(s) for interactions with the DTPL.
Provide, in cooperation with DTPL Management Point of Contact, annual executive summary report on the progress made under this MoU for each of the Collaborations, or other cooperative activities, that are developed as part of this agreement (MoU).

Record, produce and maintain minutes of meeting as described in this MoU.

3.2 DTPL AGREES TO:

Work with AIT to exchange information consistent with areas of collaboration, develop, formulate, and submit proposals of interest singly or jointly with AIT to DST, DBT, DRDO and other national laboratories (such as R&D projects, technology assessment, testing, calibration, and consultancy); and carry out such sponsored projects. Describe specific R&D projects, educational activities, and training programs that will be jointly pursued by AIT and DTPL.

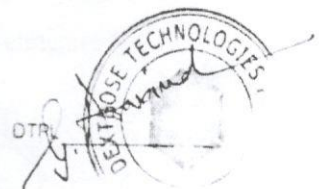
Facilitate research training for AIT's undergraduate and post graduate students in areas of interest to COMPANY and relevant to the programs pursued by the students, and make provisions (laboratories, library, workshop, office support, etc.) for such training as per the policies and financials time-to-time.

Participate in joint technical activities (e.g., inspections, workgroups, scientific or engineering panels) with representatives from AIT, and other organizations which may be established to provide technical advice and guidance on issues related to the needs of AIT (such as curriculum or laboratories development).

Assign a Management Point of Contact and Technical Lead(s) for interactions with AIT.

Provide, in cooperation with AIT Management Point of Contact, an annual executive summary report on the progress made under this MoU for each of the Collaboration, or other cooperative activities, that are developed as part of this agreement (MoU).

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4. MEMORANDUM OF UNDERSTANDING (MoU) ADMINISTRATION:

Reports: The status of work performed under this MoU will be reviewed on an annual basis at AIT, Bangalore. The DTPL Management Point of Contact will take the lead and be responsible for organizing meetings (planning meetings and annual meetings), developing agenda and recording results of the meetings. Minutes of the meetings will be produced by AIT and be distributed to meeting participants as well as to the Director of DTPL and AIT. A central file (retained by AIT) will be maintained.

Information Releases:

Point of Contact, DTPL and Point of Contact, AIT will send email and letter to the other party requesting such a release and if not responded within 15 days, another reminder and if no response within a week, it will be deemed as accepted.

Security Classification:

The highest security classification applied by DTPL will govern the handling of information and reports under this MoU, as deemed appropriate. The security classification and procedures will be stipulated in each report.

Facility Security, Health, Safety, and Environmental Compliance:

The host facility's security, health, safety, and environmental compliance programs will be followed by personnel when engaged in work activities as outlined in this MoU. Workers Injury claims shall be covered by the employee's agency.

Reimbursement Policy:

Each party to this agreement will handle and expend its own funds, except as otherwise noted in this MoU. The responsibilities assumed by each party are contingent upon funds being available from which legally incurred expenditures may be met.

Annual Management Meetings:

AIT and DTPL will meet annually to plan and coordinate Collaboration under this MoU. Such meetings will be held at a mutually agreed upon location and on a date that is compatible with the planning and budgeting cycle of each organization. At this meeting, recommendations for adjustments to current activities, projects, and budget priorities will be proposed and agreed.

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upon by the Management Points of Contact for submission to the AIT and DTPL Directors for further action.

Semi-Annual Technical Discussions:

AIT and DTPL will meet at least twice a year to discuss technical progress under each project or activity. These reviews will require technical information exchange by AIT and DTPL Technical Leads. These meetings may include individuals from outside of AIT and DTPL as mutually agreed to by the respective Management Points of Contact.

Technical Lead Responsibilities:

Technical Leads for each project or activity will strive to engage in:

- Providing technical information exchange consistent with agency regulations governing the exchange or release of information
- Delivering written or verbal technical evaluations of progress
- Conducting visit to sites where research is underway
- Organizing and participating in technical workshops and scientist-to-scientist meetings
- Reporting on any exceptional accomplishments from, or impediments to, successful program or project execution
- Recommending improvements for the MoU activities

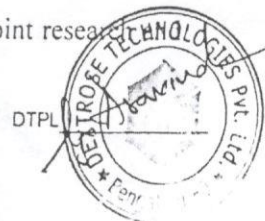
Approvals:

SPOC'S OF DTPL & AIT will send email and letters to the other party requesting such a release and if not responded within 15 days, another reminder and if no response within a week, it will be deemed as accepted.

Inventions and Licensing:

Activities conducted to carry out this MoU and any project or other extramural arrangements may result in products or processes that are patentable or otherwise proprietary. The organization whose work results in the invention shall disclose the invention to the other organization and then prepare, file, and prosecute patent applications. If protection is granted, the inventing organization will manage the invention in accordance with its rules and regulations. If the invention is from DTPL - sponsored project, securing the patent rights shall be in accordance with the terms of such project. Inventions resulting from joint research

AIT _____



development by both AIT and DTPL employees shall be handled as jointly agreed to at the time of the disclosure and DTPL would have a first right of refusal of ownership of the same.

Publication/IPR

The findings/outcomes shall be compiled and presented at a time to be decided by both the institutions.

Publication will have the joint authorship from DTPL and AIT and decision on publication will be based on mutual agreement. At no stage a single party will publish the results unilaterally or use the findings in any other research projects/studies in any matter whatsoever.

The corresponding author organization will be based on the mutual agreement depending on the contribution of research work in terms of domain expertise, infrastructure, man power etc. with joint corresponding authorship from other organization. Intellectual property Right (IPR) / Patents of the joint-research projects will be jointly shared by the contributors of DTPL and AIT.

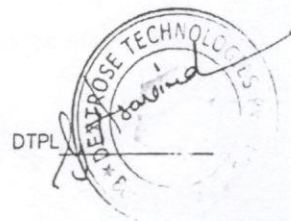
Coordination Committee

To monitor and review the collaborative program between the DTPL AIT, coordination committee is formed. Dr. Sneetha T B, HOD Department of Biotechnology is the point of contact from AIT and Mr. Aravind Ganessin MD, is the point of contact from DTPL unless otherwise notified.

HOD of Department of BT, AIT or /her nominee would be coordinating the research study in areas where they have domain expertise and which have been mutually agreed by both the organizations.

MD, DTPL or his nominee would coordinate the research study in areas of their core competency.

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PERIOD OF AGREEMENT

This MoU shall be effective for five years from the date of the last signature unless canceled in writing by either of the participating organization with 60 days' notice.

Conflicts that may arise after the MoU is in effect will be resolved by AIT and DTPL Management Points of Contact. If conflicts cannot be resolved at this level, then they will be taken to the respective Directors of AIT and DTPL. If conflicts cannot be resolved at this level, then the signatory authorities for this MoU will resolve the conflicts either by coming to informal agreement or by amending the MoU.

This MoU will be reviewed annually by the Management Points of Contact to determine if any changes or amendments should be incorporated. Such changes or amendments will be formally incorporated in the MoU within 90 days of the annual review.

Within 30 days of its expiry, this MoU may be renewed on same terms as on the date of expiry upon a signed agreement of renewal between the respective Directors of AIT and DTPL.

NAMES AND ADDRESSES OF PARTIES:

Director/Principal

Acharya Institute of Technology

Acharya Dr Sarvepalli Radhakrishnan Rd, Soladevanahalli, Karnataka 560107.

Managing Director,

Dextrose Technologies Pvt. Ltd,

#124, 2nd Floor, Kengeri Satellite Town,

Bengaluru, Karnataka 560006.

AIT

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DTPL



GENERAL PROVISIONS:

Nothing in this MoU supercedes any other memorandum of understanding held by either party.

This MoU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

This MoU describes in general terms, the basis upon which the parties intend to cooperate. It does not create binding, enforceable obligations against any party.

Approved and accepted for
Acharya Institute of Technology

Mr. Krishna B Reddy
Chairman. M.D

Witness

Mr. Iqbal Ahmed

Dy. Director, Collaborations
Acharya Institutes.



Dr. Suneetha T. B
HOD, Dept of Biotechnology

Approved and accepted for
Dextrose Technologies Pvt. Ltd
For Dextrose Technologies Pvt. Ltd.

Mr. Aravind Ganessin
Managing Director

Witness

Ms. Sahanashree K. S
Senior Manager
Dextrose Technologies Pvt. Ltd.



PRINCIPAL
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