


महाराष्ट्र MAHARASHTRA

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डा. कुलकर्णी शं. उमते बाबा उक्त विद्यार्थी सगळी
इ. प्र. इलीम फाटीर


डा. शं. काळमेश
पु. विद्यापीठ, अ. अ.
२०२०/२०२४



MEMORANDUM OF UNDERSTANDING
FOR
TRANSFER OF TECHNOLOGY
HERBAL REMEDY FOR KIDNEY STONE


Sant Gadge Baba Amravati University, Amravati
Maharashtra, INDIA, 444602.

And

M/s. Appropriate Diet Therapy
Appropriate Diet Therapy Centre
First Floor, LIC Building, Mehadia Square
Dhantoli, Nagpur- 440 012,
Phone No. 071224233019.

July - 2020

MEMORANDUM OF UNDERSTANDING FOR TRANSFER OF TECHNOLOGY- HERBAL REMEDY FOR KIDNEY STONE

1.1 AGREEMENT

1.11

This Memorandum of Understanding (MoU) is made and entered into on Tuesday, 7th July, 2020 between **Sant Gadge Baba Amravati University (SGBAU)**, Amravati, Maharashtra, India, 444602, State supported University recognized by UGC U/s 2) (f) and 12(b) having its address Camp Area, Near Tapovan Gate, Amravati Maharashtra, India (hereinafter called "**SGBAU**" which expression shall where the context so admits include its successors and permitted assigns) of the part.

AND

1.12

M/s. **Appropriate Diet Therapy Centre**, Nagpur, a private limited company having its registered office at Appropriate Diet Therapy Centre, First Floor, LIC Building, Mehadia Square Dhantoli, Nagpur- 440 012 Maharashtra, India (Registered in Food and safety standards Acts 2006 and factory at Butibori MIDC Nagpur and engaged in the business of manufacturing of various herbal extracts and herbal active pharmaceutical ingredients for different industrial application (UAM No. MH20D0032855) (hereinafter called the "**Appropriate Diet Therapy**" which expression shall where the context so admits include its successors and permitted assigns) of the other part.

1.2 PREAMBLE

1.21

Whereas Rajiv Gandhi Science & Technology Commission – Govt of Maharashtra has urged to have Memorandum of Understanding for technology transfer between "**SGBAU**" and "**Appropriate Diet Therapy**".

Whereas "**SGBAU**" **Sant Gadge Baba Amravati University**, Amravati, and "**Appropriate Diet Therapy**" wish to hold discussion & transfer of technology of Herbal remedy for kidney stone on single license basis with the sole purpose of commercialization of the same to cater the medical needs of the grassroots people.

1.22

In order to achieve the above objectives, "**SGBAU**" shall disclose all confidential information to the "**Appropriate Diet Therapy**" on certain technical/research output from major Research Project worth Rs. 28 Lakhs completed by Dr. Anita Surendra Patil of Department of Biotechnology of **Sant Gadge Baba Amravati University, Amravati** funded by **Rajiv Gandhi Science & Technology Commission – Govt of Maharashtra**. RGSTC wide letter no.RGSTC file/2012/DPP-094/CR-12 dated 11/5/2017 and 30/1/2020 permitted to initiate the MoU with **Appropriate Diet Therapy** for the formulation of Ayurvedic herbal product.

1.3 SCOPE OF THE AGREEMENT

1.31

The agreement detailed the terms and conditions, financial agreement, confidential information about research findings, responsibility and obligation of "SGBAU" and "Appropriate Diet Therapy" pertaining to the transfer of technology.

1.32

"SGBAU" and "Appropriate Diet Therapy" hereby agree for the research output or relevant information of Herbal remedy for kidney stone, which is not in the public domain and is of exclusive in proprietary nature on the following terms and conditions:

- a. "Confidential Information" shall mean all information, data, know-how, formulation, specification and processes owned by or in possession of the "SGBAU" Only such information would be deemed confidential if it is designated by SGBAU, as "Confidential" at the time of disclosure or if disclosed orally, and is confirmed in writing by the SGBAU, as "Confidential" within one week from the date of this Memorandum of Understanding.
- b. Proper and appropriate steps shall be taken and maintained by the "Appropriate Diet Therapy" to protect the Confidential Information received. "Appropriate Diet Therapy" shall limit disclosure and access of the Confidential Information received from the "SGBAU"-with any other party/ R & D institute/ Manufacturer/ who are directly involved in such kind activities. The M/s. "Appropriate Diet Therapy" shall also not disclose any of the Confidential Information to any unauthorized third party.
- c. Charges towards Transfer of Technology for Herbal remedy for kidney stone exclusively on single license basis decided by Management Council / Competent Authority of "SGBAU" shall be **Rs 1,00,000/-** (Rs. One lakh only). Moreover, the Management Council of "SGBAU" has also decided to deposit these fees under the Consultancy Budget Head. It is mandatory for "Appropriate Diet Therapy" to deposit said amount within 60 days from the date of signing of this Memorandum of Understanding.
- d. After furnishing the fees for the transfer of technology - Herbal remedy for kidney stone to-"SGBAU" "Appropriate Diet Therapy" shall have the right for commercialization this product by using the Technology developed by **Dept. of Biotechnology- Sant Gadge Baba Amravati University Amravati sponsored by Rajiv Gandhi Science & Technology Commission – Govt of Maharashtra.**
- e. "Appropriate Diet Therapy Centre", shall have full rights to manufacture Herbal Product for kidney stone developed using the formulation given by "SGBAU". "Appropriate Diet Therapy Centre" also has full rights to market and sell within the territory of India as well as Abroad.
- f. While marketing/selling, **Appropriate Diet Therapy** the product shall be labeled by mentioning the name of patented by **Sant Gadge Baba Amravati University (SGBAU) and supported by Rajiv Gandhi Science and Technology Commission(RGSTC).**

- g. **"Appropriate Diet Therapy"** shall not make any representation or warranty with respect to the accuracy or completeness of any of the Confidential Information provided.
- h. With this MOU **"Appropriate Diet Therapy"** shall have full rights to make an extensive research on the existing technology/product to enhance its productivity at its maximum level at the factory level. Now the patent/invention shall be owned or controlled by **"Appropriate Diet Therapy"**
- i. **"Appropriate Diet Therapy"** will be solely responsible for making human trials and the consequences thereof.
- j. **"Appropriate Diet Therapy"** will be solely responsible for the consequences (like side effects, any harm to the health) after consuming products developed out of the transfer of technology by the manufacturer.
- k. **"Appropriate Diet Therapy"** shall follow rules and regulations laid down by the concerned authorities by the Government of Maharashtra, Government of India, FDA, and other authorities during developing the product using formulation provided by **"SGBAU"**.

2.0 AMENDMENT OF THE AGREEMENT

2.1

No amendment, modification, or waiver of the terms or conditions of this Agreement shall be binding. Failure by either party to enforce any of the provisions of this Agreement shall not constitute a waiver of such provisions or in any way affect the validity of the Agreement.

3.1 ASSIGNMENT OF THE AGREEMENT

3.11

If any covenant, terms, conditions or provisions of this MoU, including any further modifications, hereto or the application thereof to any situation or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable, all remaining terms, conditions or provisions shall not be affected and each covenant, terms, condition or provision of this MOU shall be valid and enforceable to the fullest extent permitted by law. The laws of India shall govern the performance of this Agreement.

3.2 ARBITRATION

3.21

Disputes between the **"SGBAU"** and **"Appropriate Diet Therapy"** arising from this Agreement shall be settled amicably through negotiations in good faith. Failing the above, the dispute shall be referred to the arbitration of three arbitrators one each to be appointed by each party and the two arbitrators shall appoint a third arbitrator in accordance with the provisions of Arbitration and Cancellation Act, 1996 or any subsequent amendment thereof. The decision of the three arbitrators shall be final and binding on the parties hereto. The place of arbitration shall be at Nagpur and shall be conducted in the English language.

3.22

This MoU, including any annexures hereto, contains the entire Agreement and understanding between the parties concerning the subject matter hereof and supersedes any previous understanding, commitments, or agreements, whether written or oral about the subject matter hereof.

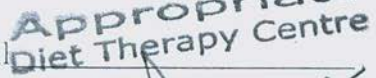
SEAL OF PARTIES

In witness whereas of the parties hereto have signed this Agreement on the day, month and year mentioned hereinbefore.


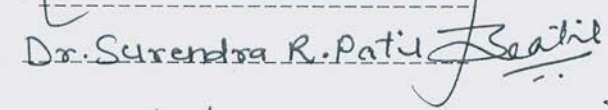
On behalf of company

Signature 

Name : **Dr. S. Kumar alias Dr S. Savarkar**
Designation: Director
M/s. **Appropriate Diet Therapy**
Appropriate Diet Therapy Centre
First Floor, LIC Building, Mehadia
Square, Dhantoli, Nagpur- 440 012

Seal 

Witnesses (Name & Address)

1.  Minash B. Tambe
2.  Dr. Surendra R. Patil

Date : 07/07/2020

On behalf of University


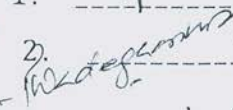
Signature 

Name : **Dr. Tushar R. Deshmukh**
Designation: Registrar
Sant Gadge Baba Amravati University
Amravati Maharashtra, 444 602

REGISTRAR
Sant Gadge Baba
Amravati University,
Amravati.

Seal _____

Witnesses (Name & Address)

1.  **DR. D.T. INGOLE**
2.  **DR. P.A. Wadgaonkar**

Date : 07/07/2020