Memorandum of Agreement (MOA)

Between

HIMT College of Pharmacy

And

Biotenic Pharma Private Limited

This memorandum of agreement (MOA) is entered into on the 11-09-2025 by the between HIMT College of Pharmacy, 8, Knowledge Park-I, Greater Noida. (hereinafter referred to as HIMT)

and

BIOTENIC PHARMA PVT. LTD. A company incorporated under the companies Act, 2013 and having test facility at Old NH 91, Near Shiv Nadar University, Dadri, Greater Noida, Uttar Pradesh 203207. (herein after referred to as BTP)

The MOA aims to capture the understating between both the parties regarding each other roles and responsibilities.

- Understanding: Both the parties under this MOA have agreed to collaborate with each other as below by providing students/ faculties of college/ institute approved by (PCI or other Govt. bodies) for hands on training and internship on a mutual understanding and the details are provided in the Annexure-I
- 2. The vision of this collaboration is to address the career skill gap among students/ faculties community and also to help them gain a head start in their career through the use of a range of training and internship by effective communication with the director of the institute.
- 3. The intent is to ensure that the candidates who cross the academic and aptitude gates do not lose out due to gaps in foundational and soft skills as required by the biotech industry. The parties agree to use best efforts towards fulfilment of their respective commitments in realizing this intent.

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- 4. INTELLECTUAL PROPERTY RIGHTS: Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding. All rights, title and interests in and to the material used by candidates in the provision of the training/ internship program of this agreement shall exclusively belong to BIOTENIC PHARMA or its licensors ["BIOTENIC PHARMA Proprietary Material").
- 5. Any and all Intellectual Property Rights with respect to the services and the BIOTENIC PHARMA Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BIOTENIC PHARMA or its licensors and HIMT College of Pharmacy shall not be entitled to claim any rights therein. All rights, title and interests in data of HIMT College of Pharmacy shall always remain with BIOTENIC PHARMA.
- 6. The parties agree that they are bound exclusively by this memorandum and will not be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MOU on the similar training and internship program(s).
- 7. CONFIDENTIALITY: During the term of this MOU, each party should maintain the Confidential Information at any circumstances. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential such as instrument details, protocols, procedure, raw data or any property of the facility etc.
- 8. This MOU does not constitute any component of financial obligation between HIMT College of Pharmacy and BIOTENIC PHARMA at the time of confirmation but a minimal financial obligation will be applicable for the students/ faculties opting to join the training/internship program provided by BIOTENIC PHARMA.

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9. **TERM:** This MOU shall be valid from the 11-09-2025 and shall remain in force for 02 (two) years from the Effective date, unless terminated earlier by either Party as provided herein below.

10. Either party may terminate this MOU by giving 30 (thirty) days notice to the other party, On termination, each party shall return to the other party all such confidential and proprietary information, documents, raw data and reference material of the other party in its possession.

11. All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

12. **PERIODIC REVIEW**: The Parties agree that the person's nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in a year or inbetween if required. Both the parties will provide a report on the program made in this regard through e-mail to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of HIMT College of Pharmacy:

Dr. Anuj Mittal, Director

HIMT College of Pharmacy

8, Knowledge Park-1, Greater Noida, 201310

Email: principal@hcp.ac.in

Point of contact of BIOTENIC PHARMA:

MR. NAZAKAT ALI, CEO &Founder

BIOTENIC PHARMA PRIVATE LIMITED

Old NH 91, Near Shiv Nadar University,

Dadri, Greater Noida, Uttar Pradesh

PIN Code: 203207, India

Email: nazakat.ali@biotenicpharma.com

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- 13. **LIMITATION OF LIABILITY** Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages.
- 14. GOVERNING LAW/ARBITRATION/VENUE: The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time), The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be New Delhi. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this MOU.
- 15. **NOTICES:** All notices, requests, demands and other communications under this MOU or in connection herewith shall be given to or made upon the respective Parties as follows:

NAME OF THE INSTITUTES,

Attention: Dr. Anuj Mittal, Director

HIMT College of Pharmacy
8, Knowledge Park-1, Greater Noida, 201310
Email: principal@hcp.ac.in

BIOTENIC PHARMA:

Attention: MR. NAZAKAT ALI, CEO & Founder

BIOTENIC PHARMA PVT. LTD.

Old NH 91, Near Shiv Nadar University,

Dadri, Greater Noida, Uttar Pradesh 203207.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by letter or e-mail.

IN WITNESS WHEREOF, each of the parties hereto has caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written:

Signature and date

Signature and date

Dr. Anuj Mittal

Mr. Nazakat Ali, Founder

HIMT College of Pharmacy

BIOTENIC PHARMA PRIVATE LIMITED

ANNEXURE-1

Scope of Collaboration:

a) Student Training

- The Company agrees to provide technical and/or soft skill training sessions, workshops, or seminars.
- The training may be conducted on-campus, online, or at the Company premises as mutually agreed.
- Duration, content, and schedule of training will be planned jointly.

b) Student Projects

- Final-year students may be allowed to undertake industry-defined projects under joint supervision.
- Intellectual property rights and confidentiality terms will be mutually respected.

c) Placement Support

- The Company may consider eligible students for internships and/or full-time employment opportunities.
- Campus recruitment drives, webinars, and career talks may be facilitated.
- Pre-placement interactions and assessments may be organized collaboratively.

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