


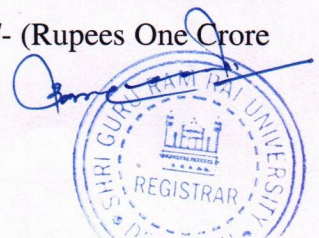
WHEREAS

1. The First Party is a Charitable Organization and promotes research in the field of Medical and Health Sciences, and is interested in the below attached research projects for which the First Party is desirous of funding (hereinafter referred to as “Research Grants Funds”) the research. The First Party has been looking for an Institution of repute with well-equipped research labs and qualified and experienced research faculty. As the Second Party fulfils the criteria, First Party wishes to sponsor and fund the same Research Projects of the Second Party.
2. **AND WHEREAS** the Second Party which is a private University constituted under the Shri Guru Ram Rai University Act, 2016 (Uttarakhand Act No. 03 of 2017), is currently researching on projects laid down in **Schedule 1** given at the end of agreement with a total budget outlay of **INR Twenty-One Crore**.
3. **AND WHEREAS** an MoU was signed on 20th April, 2022 which was signed by three parties, in which the aforesaid parties were party. The initial arrangement and the relationship were defined in the MoU. Upon expiry of that MoU, the present agreement is being signed and shall be executed in continuation to the said MoU.

NOW THIS AGREEMENT WITNESSETH AS BELOW:

1. The Second Party acknowledges that substantial costs have been invested on research so as to enable the Second Party to effectively handle the job responsibilities and, any discontinuance of the research would unfairly prejudice the First Party, and, as such, the Second Party undertakes not to discontinue the research, for any reason whatsoever.
2. In case the Second Party, for any reason, leaves the research before the completion, then Second Party shall forthwith pay a sum of INR 1,00,00,000/- (Rupees One Crore

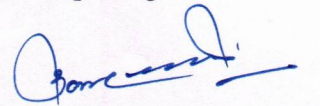

श्री गुरु मण्डल अग्ररूपा
हरिद्वार, उत्तराखण्ड

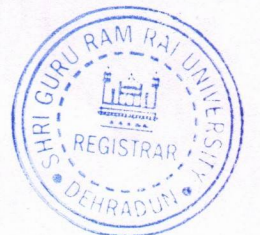


only) as indemnification in addition to research grant funds. The Second Party undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from First Party & at the same time on receiving amount of indemnification along with principal amount, the First Party shall have waived off their right to initiate appropriate legal proceeding against the Second Party.

3. That both the parties shall be just and faithful to each other in all matters and shall not at any time except under legal process, divulge to any person whatsoever and shall use best endeavours to prevent the publication or disclosure of any trade secret or any business process or any confidential matter or information concerning management decision of each other (both parties) or of its dealings, transactions, or affairs which may come to the knowledge.
4. Either Party hereby indemnifies, keep indemnified, hold harmless and defends the other Party, its affiliates and their respective employees, officers, and directors, against any claim by a third party including but not limited to damages, costs, expenses as a result of such claim, arising out of or related to breach of the material terms and conditions of this Agreement.
5. The Second Party shall indemnify the First Party and save the first party harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the term of this Lease out of any act, omission or negligence of the Second Party. This indemnity obligation shall not be limited to the amount of damages, compensation or benefits payable by or for the Contractor or subcontractors under Workmen's Compensation Acts, 1923, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 or other employee benefit acts.
6. That the Second Party has assured the First Party that it has undertaken necessary research projects and has agreed to complete the research projects as per agreed timelines.

श्री गुरु मण्डल आश्रम ट्रस्ट समिति (रजि.)
अध्यक्ष
हरिद्वार, उत्तरांचल




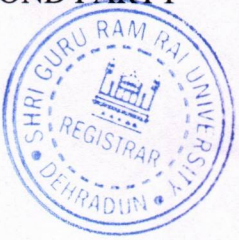


7. That the Second Party aforesaid shall hand-over the research papers to the First Party project wise. The Second Party shall ensure a satisfactory presentation of the finding with the First Party during handover of research papers.
8. Any dispute or difference arising out of this Agreement shall be resolved through Arbitration or the courts of Dehradun shall have the exclusive jurisdiction. The Arbitrator, if appointed in consultation with parties shall conduct such Arbitration and that the venue of such Arbitration shall be in Dehradun.

IN WITNESSES WHEREOF THE FIRST PARTY & SECOND PARTY AND THE SECOND PARTY HAVE SET THEIR RESPECTIVE HANDS TO EXECUTE THIS AGREEMENT ON THIS THE 12th DAY OF MONTH JANUARY AND THE YEAR 2024 IN THE PRESENCE OF THE FOLLOWING WITNESSES: -

स्वामी मंगलचन्द्र शर्मा
FIRST PARTY अध्यक्ष
श्री गुरु मण्डल आश्रम संघ समिति (सजि०)
हरिद्वार, (उत्तरांचल)
WITNESSES:

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SECOND PARTY


Schedule – A (Research Projects)

Title of the Project	Name of the PI	Implementing Unit of SGRR University	Budget in INR (Crores)	Start Date
Establishment of Catheterization laboratory in Cardiology	Dr. Salil Garg	Department Cariology, Shri Mahant IndiresH Hospital	5.5	01 September, 2022
Establishment of Catheterization laboratory in Intervention Radiology	Dr. Rajiv Azad	Shri Mahant IndiresH Hospital	1.5	01 September, 2022

	Title of the Project	Name of the PI	Implementing Unit of SGRR University	Budget in INR (Crores)	Start Date
1.	MRI based epidemiological tumor studies and image analysis for developing the AI tool for early detection.	Dr. Rajiv Azad	Department of Radiology, Shri Mahant IndiresH Hospital	10	01 January, 2023
2.	SGRR-STI hub for Innovation and Skill Development	Dr. Lokesh Gambhir	SHSS, SGRR University	2	01 February, 2023
3.	Establishment of Animal Cell Line Culture Facility for identifying the putative Chemotherapeutic agent to curb Triple negative breast cancer and Hepatocarcinoma	Dr. Lokesh Gambhir	Department of Biotechnology, SBAS, SGRR University	2	01 December, 2023

श्री गुरु मण्डल आर्य समाज ट्रस्ट समिति (रजि०)
 हरिद्वार, (उत्तरांचल)

TRIPARTITE MEMORANDUM OF UNDERSTANDING

This TRIPARTITE MoU is made and executed on this the 20th day of April, 2022.

Shri Guru Mandal Ashram Samiti, Haridwar represented herein by the Management Committee which are authorized representative, having its regd. office at Devpura, Haridwar, Uttarakhand 249401 of the first part hereinafter called the "**FIRST PARTY**"

AND

Shri Guru Ram Rai Education Mission Managing Committee represented herein by the Management Committee which are authorized representative having its registered office at Jhanda Mohalla, Dehradun, Uttarakhand-248001 of the Second Part hereinafter called the "**SECOND PARTY**"

AND

Shri Guru Ram Rai University represented herein by the Registrar who is the authorized representative having its registered office at Patel Nagar, Dehradun, Uttarakhand- 248001 the Third Part hereinafter called the "**THIRD PARTY**".

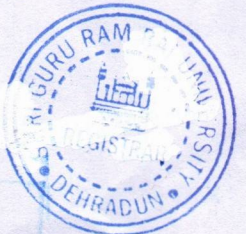
(The expression and words of the FIRST PARTY and the SECOND PARTY and the THIRD PARTY shall mean and include their legal heirs, successors, assignees, nominees, executors, administrators and legal representatives and any person or persons claiming through or in trust for them respectively).

WHEREAS the FIRST PARTY is a Charitable Organization and promotes research in the field of Medical and Health Sciences, and is interested in the below attached research projects for which the First Party is desirous of funding (hereinafter referred to as "Research Grants Funds") the research. The First Party has been looking for an Institution of repute with well-equipped research labs and qualified and experienced research faculty. As the Third Party fulfils the criteria, First Party wishes to sponsor and fund the same Research Projects of the Third Party

AND WHEREAS the Second Party which is a philanthropic society registered under the Society Registration Act, 1860, running schools and colleges. The Second Party at the request of the Third party has given funds in form of soft loans to carry out research projects to the Third Party in the field

श्री गुरु मण्डल आश्रम समिति (रजि०)
हरिद्वार, (उत्तरांचल)

Authorised Signatory
of Manager
SGRR EDUCATION MISSION, DEHRADUN



of Medicine and Health and thereby had paid a sum of total **INR Ten Crores only** to the Third Party till date of the agreement.

AND WHEREAS the Third Party which is a private University constituted under the Shri Guru Ram Rai University Act, 2016 (Uttarakhand Act No. 03 of 2017), is currently researching on projects laid down in Annexure 1-A given at the end of agreement with a total budget outlay of **INR Twenty-One Crore** after receiving partial funding in form of loans from the Second Party.

AND WHEREAS the First Party after observing that satisfactory research progress is being made by the Third Party on the said projects hereby **agrees to sponsor the research work as given in Annexure 1-A, by providing Research Grant to the Third Party of INR Twenty One Crores** thereby paying off the loans given by the Second Party and by providing the remaining amount directly to the Third Party at the end date on which all the research projects as laid down in Annexure 1-A have been completed and research reports presented to it.

AND WHEREAS Now the FIRST PARTY aforesaid agreed to repay **INR. 10,00,00,000/- (RUPEES Ten Crores ONLY)** in favor of the SECOND PARTY on behalf of the THIRD PARTY and the SECOND PARTY also agreed to the same for this amount. Accordingly, it mutually agreed between all the three parties that the loan from the date of this agreement shall can converted into Research Grant and shall be reflected as such henceforth.

AND WHEREAS Now the FIRST PARTY aforesaid agreed to transfer the balance amount of **INR. 11,00,00,000/- (RUPEES Eleven Crores ONLY)** in favor of the THIRD PARTY on completion of projects in Annexure 1-A and the THIRD PARTY also agreed to the same for this amount.

AND WHEREAS the First Party aforesaid has agreed to sign & execute the relevant documents for the completion of research i.e. the transfer of funds which is the consideration shall be deemed to be complete by all the parties once the total amount of Rs. Ten Crores/- is paid by the First Party to the Second Party, and the total amount of Rs. Eleven Crores/- is paid by the First Party to the Third Party.

AND WHEREAS all parties have agreed to sign this MoU and agree to the terms and conditions as defined infra. The MoU shall be followed by the payments by the first party to the second party, followed by an agreement to be signed by and between the First Party and Second Party directly.

अध्यक्ष
श्री गुरु राम रई अकादमी समिति (संज्ञित)
हरिद्वार, (उत्तराखण्ड)

Authorised Signatory
of Manager
SGRR EDUCATION MISSION, DEHRADUN



NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That the FIRST PARTY undertakes to repay the loan of INR Ten Crores to the Second Party as consideration amount in the form of grants against the on-going research projects done by the THIRD PARTY which henceforth from the date of execution of this agreement will be construed as a grant made by the First party to the Third party directly.

2. That THIRD PARTY has assured the FIRST PARTY that the any property, machinery used during research is free from all sorts of encumbrances such as, mortgage, sale, lien, gift, exchange, dispute litigation, injunction, attachment, pledge and decree of any court of law, if proved otherwise the THIRD PARTY shall be liable and responsible for the same. The THIRD PARTY hereby represent that the research labs are functional.

3. That the THIRD PARTY has assured the FIRST PARTY that it has undertaken necessary research projects and has agreed to complete the research projects as per agreed timelines.

4. That all the parties to the agreement shall ensure that all taxes, levies, cesses and other statutory duties, obligations, etc. in relation to the Said transfer funds are borne by the respective parties and the expenses related to the research projects, including but not limited to any expense borne in discharging salaries of research staff, shall be discharged by the Third Party.

5. That the THIRD PARTY aforesaid shall hand-over the research papers to the First Party project wise. The Third Party shall ensure a satisfactory presentation of the finding with the First Party during handover of research papers.

6. That the expenses to be incurred under this agreement, such as the patents registration, machinery, apparatus, instruments and labs and any or all other expense borne during the research which has been laid out in research projects shall be incurred by the Third Party.

7. This Agreement is valid and binding upon the Parties and supersedes any and all prior negotiations, correspondence, agreements, and understandings between the Parties in respect hereof and constitutes the entire understanding between the Parties with respect to the Proposed Transaction

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श्री गुरु मण्डल शिक्षण संस्थान (एजि०)
हरिद्वार, (उत्तरांचल)
Authorized Signatory
of Management
SGRR EDUCATION MISSION, DEHRADUN



This Agreement shall not be amended, varied, substituted or changed in any manner except by a written instrument duly signed by the Parties.

8. Each party hereby agrees to indemnify the other party against any loss, damage or proceedings on account of any error in the representations and covenants or any breach of the terms contained herein.

9. That the FIRST PARTY, SECOND PARTY & the Third Party aforesaid have gone through the contents of this Tripartite Agreement & after having fully understood the contents thereof have put their respective hands, voluntarily out of their sweet will & without any undue influence, coercion or pressure from any corner whatsoever.

10. That the First and Third Party shall sign a new agreement and this MoU shall expire after the refund of payment to the Second Party by first party and upon receiving the money directly by the Third Party from the First Party.

IN WITNESSES WHEREOF THE FIRST PARTY & SECOND PARTY AND THE THIRD PARTY HAVE SET THEIR RESPECTIVE HANDS TO EXECUTE THIS MoU ON THIS THE 20th DAY OF MONTH APRIL AND THE YEAR 2022 IN THE PRESENCE OF THE FOLLOWING WITNESSES: -

श्री गुरु राम राय विश्वविद्यालय
FIRST PARTY
श्री गुरु मण्डल आश्रम शिक्षण समिति (रजि.)
हरिद्वार, (उत्तरांचल)

Authorized Signatory
SECOND PARTY
Authorized Signatory
of Manager
SGRR EDUCATION MISSION, DEHRADUN

Deedar
THIRD PARTY

SHRI GURU RAM RAI UNIVERSITY
REGISTRAR
DEHRADUN

WITNESSES:

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Annexure-1 (Research Projects)

Annexure 1-A

S. No.	Title of the Project	Name of the PI	Implementing Unit of SGRR University	Budget in INR (Crores)	Start Date
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हरिद्वार, (उत्तरांचल)

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