



हिमाचल प्रदेश HIMACHAL PRADESH

B 098105

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FRESENIUS KABI ONCOLOGY LIMITED**

**AND**

**PANJAB UNIVERSITY**

This Memorandum of Understanding (MOU) is executed on December 16, 2016 between Fresenius Kabi Oncology Limited and Panjab university.

**Preamble**

Whereas, Fresenius Kabi Oncology Ltd, company registered under the provisions of the Companies Act, 1956, having its registered office at B-310, Som Dutt Chambers- 1, Bhikaji Cama Place, New Delhi -110066 and principal place of business at Echelon Institutional Area Plot No. 11 Sector-32 Gurgaon 122001 Haryana India with dosage manufacturing plant at **Village Kishanpura , P.O. Gurumajra , Tehsil Nalagarh , Distt. Solan**, is a leading Indian company for Cancer Research and Anticancer products and has obtained marketing approvals for Oncology products in several key markets across the globe.

Whereas, the Panjab University (PU), with office at Sector 14 Chandigarh has been a pioneer in introducing academic and research grams in emerging areas under Life Sciences, Physical and Engineering Sciences and one of the focal interest to Fresenius Kabi Oncology Limited being Cluster Innovation Centre in Biotechnology, Panjab University as the Hub with some of the subjects like- Microbiology, Microbial Biotechnology, Biotechnology, Management, Pharmacy etc as its spokes.

10023  
13/9/16

115 Fresenius Kabi Oncology LTD.  
Vill. Kishanpura Teh. Nalagarh  
Distt - salan

*[Signature]*



Vikram Sharma  
Stamp Consultant

- A Research Scientist/Engineer at Fresenius Kabi Oncology Limited may be involved for mentoring the student strictly following rules of Panjab University, Chandigarh. In a collaborative research project the student may be encouraged to take up the project which is of mutual interest.
- If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property including Patents, Copyright, Design etc, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- Neither of the parties will publish the work carried out under this MoU without knowledge of the other.
- In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, contribution by each party etc. would be spelt out clearly before starting the activity.

### ARTICLE-III : EFFECTIVE DATE AND DURATION OF MOU

- Notwithstanding the date of execution as mentioned above, this MOU shall be effective from the date of its signing by the competent authorities of both the parties.
- The duration of the MOU shall be for a period of 3 years from the date of execution.
- During its term, the MOU may be extended or terminated by a prior notice of not less than 3 months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Fresenius Kabi Oncology Limited and Panjab University.

### ARTICLE-IV : IPR

Rights regarding publications, patents, royalty, ownership of Software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

### ARTICLE-V: CONFIDENTIALITY

- During the tenure of the MOU both PANJAB UNIVERISTY and FRESENIUS KABI ONCOLOGY LIMITED will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- Both PANJAB UNIVERISTY and FRESENIUS KABI ONCOLOGY LIMITED shall bind their respective personnel/employees/students/associates/affiliates etc who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.
- Further both PANJAB UNIVERISTY and FRESENIUS KABI ONCOLOGY LIMITED shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:
  - is or becomes publicly available through no fault of the receiving party,
  - is already in the rightful possession of the receiving party prior to its receipt of such data or information;
  - is independently developed by the receiving party without reference to the confidential information of the disclosing party
  - is rightfully obtained by the receiving party from a third party or is in the public domain
  - is disclosed with the written consent of the party whose information it is, or
  - is disclosed pursuant to court order or other legal compulsion, after providing prior written notice to the disclosing party.

**WHEREAS, both Panjab University and Fresenius Kabi Oncology Limited, now**

- Recognizing the importance of research and development in the areas being Cluster Innovation Centre in Biotechnology, Panjab University as the Hub with some of the subject like- Microbiology, Microbial Biotechnology, Biotechnology, Management, Pharmacy etc as its spokes as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Quality Assurance, Production, Research & Development, Engineering, and Management etc.
- Desiring to club their efforts by pooling their expertise and resources

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on pharmaceutical and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both Panjab University and Fresenius Kabi Oncology Limited hereby acknowledge, Panjab University and Fresenius Kabi Oncology Limited hereby agree to sign a memorandum of understanding (MOU).

#### **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between Panjab University and Fresenius Kabi Oncology Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of pharmaceuticals, technology and management without any prejudice to prevailing rules and regulations in Panjab University and Fresenius Kabi Oncology Limited without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to Panjab University and Fresenius Kabi Oncology Limited. The areas of cooperation can be extended through mutual consent.

#### **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both Panjab University and Fresenius Kabi Oncology Limited shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members, and students of both the organizations through the following arrangements:

- Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed-upon;
- Organization of joint conferences and seminars;
- Practical training of Panjab University students at Fresenius Kabi Oncology Limited;
- Fresenius Kabi Oncology Limited would accommodate B. Tech. Students who have completed the 6th semester of their programme in such a number that Fresenius Kabi Oncology Limited deems convenient to it for the purpose of imparting industrial training.
- Fresenius Kabi Oncology Limited may depute its personnel as for special lectures/talks at Panjab University to help in teaching any of the regular/part time Course or specialized topics.
- Fresenius Kabi Oncology Limited's personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M. Tech. (Research) at Panjab University, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of Panjab University. Further, Fresenius Kabi Oncology Limited may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- Fresenius Kabi Oncology Limited may seek assistance/guidance of Panjab University faculty member/s in product/process modification, modernization, trouble shooting, etc.
- Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- Fresenius Kabi Oncology Limited would participate in campus placement for the students in various streams including pharmacy, science, engineering & management.
- Panjab University shall give priority to Fresenius Kabi Oncology Limited for campus placements.
- Fresenius Kabi Oncology Limited may avail library, Internet, computational facilities at Panjab University.

**ARTICLE-VI : AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

**ARTICLE-VII : RESOLUTION OF DISPUTES**

- This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Nalagarh.
- The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be New Delhi and Language of arbitration shall be English.

**ARTICLE VIII: NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the registered post, courier or other nationally recognized mode (within 3 days after mailing). All notices or communications between Fresenius Kabi Oncology Limited and Panjab University pertaining to this Agreement shall be addressed as follows:

**Address for Notices:**

Fresenius Kabi Oncology Limited  
Echelon Institutional Area, Plot No-11,  
Sector-32, Institutional Area, Gurgaon  
Attn- Mr. Ravindra Dhapola

**Address for Notices:**

Panjab University  
Dr. Rohit Sharma  
Chief Coordinator, Cluster Innovation  
Centre in Biotechnology,  
Panjab University- 160014  
Attn: Dr. Rohit Sharma

**ARTICLE-IX: MISCELLANEOUS**

- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both PANJAB UNIVERSITY and FRESENIUS KABI ONCOLOGY LIMITED shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MOU. .

  
(Mariella Gobbi)  
CEO & MANAGING DIRECTOR  
FRESENIUS KABI ONCOLOGY LIMITED  
Date - 16/12/2016

  
16 Dec 16

  
(PROF. Arun K. Grover)  
VICE-CHANCELLOR  
PANJAB UNIVERSITY  
CHANDIGARH  
Date - 27.12.2016  
  
27 Dec 2016