



**GENERAL AGREEMENT  
BETWEEN  
IKG PUNJAB TECHNICAL UNIVERSITY, JALANDHAR  
AND  
SPHAERA PHARMA PRIVATE LIMITED**

This **General Agreement** (hereinafter referred to as the 'Agreement') is made on this 27<sup>th</sup> day of January 2021 (hereinafter to as the 'effective date') by and between:

**IKG PUNJAB TECHNICAL UNIVERSITY, JALANDHAR**, established by an Act of State Legislature, on the 16<sup>th</sup> of January 1997 for the promotion of the Technical education (herein after referred to as "IKGPTU", which expression shall include its successor(s), administrator(s) or permitted assignees) of the **first part**. The University has a mandate to set up centers of Excellence in Emerging Technology (ies) and for promoting **Training, Research & Development** in the field of the applied sciences and technology. The University is well competently working for providing professional & skill oriented knowledge to the masses. IKGPTU is also promoting a number of courses in different streams in both, regular as well as distance education programs.

**AND**

**SPHAERA PHARMA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office situated at A 5/109, Indira Enclave, Neb Sarai, New Delhi-110030 and its corporate office situated at Plot No. 32, Sector-5, IMT Manesar, Gurugram-122051, Haryana; (herein after referred to as "SPHAERA PHARMA" which expression shall include its successors-in-interest, permitted assignees and associate companies) of the **second part**.

Both IKGPTU and SPHAERA PHARMA shall individually be referred to as "Party" and collectively be referred to as "Parties".

**WHEREAS:**

- A. IKGPTU is a Premier University engaged in education and research in science, pharmaceuticals chemistry, molecular biology, biotechnology, engineering technology, industrial technology, management, information technology, environment, planning, architecture and paramedical sciences.
- B. SPHAERA PHARMA is engaged in the business of drug discovery and development and have research labs at Plot No. 32, Sector-5, IMT Manesar, Haryana-122051

**PREAMBLE**

IKGPTU and SPHAERA PHARMA are mutually interested to collaborate in academic and research related activities especially in the areas of Pharmaceutical Sciences.



1. **DEFINITIONS:**

"**Intellectual property (IP)**" means any know how, inventions, developments, discoveries, improvements, processes, compositions of matter, formulations, or methods of use, conceived or reduced to practice.

"**Public Disclosure**" means disclosure of IP, as defined above, to anyone who is not part of the IKGPTU or SPHAERA PHARMA teams associated with work being done under the scope of the Agreement.

"**Commercialization**" means and includes manufacturing, marketing, promoting, selling and distributing the know-how by utilization of IPR, including making arrangements of any and all kinds with any entity or entities anywhere in the world including sub-licensing in respect to the IP.

2. **SCOPE OF THE AGREEMENT AND OBJECTIVES**

The scope of collaboration on academic and research activities included in this General Agreement encompasses the following objectives:

Enrollment of SPHAERA PHARMA's scientist(s)/ employee(s) in a Ph.D program at IKGPTU, as part-time students as per the IKGPTU rules.

Exchange of graduate and postgraduate students of IKGPTU in the disciplines of Pharmaceutical/Synthetic Organic chemistry for project work/training at SPHAERA PHARMA.

Sponsorship and pooling of resources for co-operative seminars, workshops and other scientific meetings on topics of mutual interest, as and when deemed feasible.

Exploring the possibilities of carrying out SPHAERA PHARMA sponsored research project(s) at IKGPTU.

Assisting in the development of curriculum of pharma sciences/chemistry courses according to industrial/research lab requirements in order to make student more employable.

3. **EXCHANGE OF SPHAERA PHARMA'S SCIENTISTS FOR Ph. D PROGRAM(S)**

Both the parties will consider working together in areas of mutual interest.

In the event both parties agree to work together; the concerned scientists of SPHAERA PHARMA and the corresponding faculty members of IKGPTU will formulate joint Research Plan(s) for the joint work on a "case by case" basis, with due approval of the **Joint Steering Committee**.

At any given time, no more than 5 scientists of SPHAERA PHARMA will be registered for the Ph.D. program at IKGPTU.

Requirement for enrolment/registration for Ph.D. Program for SPHAERA PHARMA's scientists at IKGPTU will be as per the ordinance for the 'Doctor of Philosophy' program of IKGPTU.





The supervisor for SPHAERA PHARMA's scientists enrolling/registering for the Ph.D. will be from IKGPTU. However, there can be a co-supervisor from SPHAERA PHARMA, subject to fulfillment of the requirements of the ordinance for the Doctor of Philosophy at IKGPTU

IKGPTU shall provide experienced faculty for conducting the Ph. D. program, conduct and monitor the research programs, carry out performance evaluation as per its Ph. D. program. All/any examination(s) to be conducted by IKGPTU shall be in the same manner as that carried out for other Ph.D. students admitted by IKGPTU. The Ph. D. Degree shall be awarded by IKGPTU.

IKGPTU shall provide accommodation and other facilities for visiting Ph. D. students of SPHAERA PHARMA, who shall be treated similar to the other Ph.D. students of IKGPTU. Students shall be required to pay actual boarding, lodging, electricity and other applicable charges, as per IKGPTU's rules.

IKGPTU will provide boarding and lodging facilities for the visiting official/s of SPHAERA PHARMA at its campus.

Selection of candidates for Ph. D. Program would be as follows:

- a) Candidates nominated by SPHAERA PHARMA will be registered for Ph. D. as per the Ph.D. admission norms of IKGPTU.
- b) The eligible applicants will submit their application/s as per the Ph.D. rules & regulations of IKGPTU.
- c) The admission of the candidate would be through the recommendation by the admission committee at IKGPTU along with an external guide from SPHAERA PHARMA, if appointed.
- d) The recommendations of the admission committee shall be forwarded for the approval and further necessary action as required by the rules at IKGPTU rules. From time to time the Supervisor from SPHAERA PHARMA will interact with the Supervisor from IKGPTU, in order to review the progress of the candidate(s).
- e) The approved candidates then would be required to pay admission fees (prevailing fees payable at IKGPTU) as given in the rules and regulation for Ph.D.: (Annexure: A, attached) to IKGPTU to formally register for the Ph. D. programs of IKGPTU.
- f) IKGPTU will review the background of the candidate for pursuing Ph.D. work in the proposed area and recommend the qualifying papers and any other course. The course work will be conducted at IKGPTU as per applicable norms of IKGPTU. It is hereby clarified and agreed between the Parties that the candidate will be solely liable and responsible for any administrative expenses to be incurred during the term of the Ph. D. program.
- g) The report on the progress of the candidate (s) shall be submitted along with recommendations to IKGPTU as per IKGPTU norms.
- h) All other rules and regulations of IKGPTU for its Ph.D. programs, as stated in Rules & Regulations for the Ph.D. program, shall be applicable to the Ph. Students.

#### **4. EXCHANGE OF IKGPTU STUDENTS/ TECHNICAL STAFF/ FACULTY MEMBERS**

SPHAERA PHARMA agrees to provide training to students, and occasionally to staff and/or technical personnel of IKGPTU within the areas of mutual co-operation based on prior discussions and mutual agreement.



At any given time not more than 3 selected students of IKGPTU will be taken up for summer/industrial training at SPHAERA PHARMA.

The duration of training period for IKGPTU students at SPHAERA PHARMA will preferably be for 3-6 months.

The technical staff/faculty members deputed by IKGPTU for training shall be governed by SPHAERA PHARMA's rules of conduct.

Students/staff/faculty undergoing training at SPHAERA PHARMA will execute an individual Confidentiality Agreement with SPHAERA PHARMA and IKGPTU will take reasonable measures in order to ensure that the terms of Confidentiality Agreement are duly implemented and adhered to.

#### **5. JOINT CONFERENCES/WORKSHOPS/COURSES**

Both the parties agree to consider the possibility of holding/conducting joint workshops, conferences, training courses etc. within the areas of mutual co-operation, whenever feasible.

The host institution shall provide accommodation to the participating members.

#### **6. SPONSORED PROJECT(S)**

SPHAERA PHARMA will consider carrying out Sponsored Research Project(s) with IKGPTU in areas of mutual interest, as and when deemed feasible.

In the event, parties agree to work on any sponsored project(s); the terms of the same will be negotiated and laid forth in a separate agreement; on a "project by project" basis.

#### **7. SHARING OF FACILITIES**

Host institute/industry will allow members of the visiting institute/industry to use their resources, such as library, R&D facilities and reagents/chemicals; provided there is no legal or third party restriction of such use.

#### **8. AREAS OF CO-OPERATION**

The specifics regarding the areas of co-operation will be defined and modified from time to time by the Joint Steering Committee (JSC) set up for the purpose.

Vice President-R&D, SPHAERA PHARMA or his nominee shall be the coordinator from SPHAERA PHARMA for each identified area of co-operation. The Vice President-R&D, SPHAERA PHARMA may nominate more than one coordinator.

The coordinator from IKGPTU for each identified area of co-operation shall be the Head of the concerned department at IKGPTU.





SPHAERA PHARMA may provide inputs from industry perspective for upgradation or updating of Master and Bachelor course (s) in Pharmaceutical Sciences/Chemistry at IKGPTU.

#### 9. JOINT STEERING COMMITTEE(JSC)

The following will constitute the Joint Steering Committee, to monitor and review the collaborative program(s) between the two institutions:

- a) Vice-Chancellor, IKGPTU or his nominee.
- b) Vice President-R&D, SPHAERA PHARMA or his nominee.
- c) Coordinators from IKGPTU and SPHAERA PHARMA

The JSC shall:

- a) Review the progress of the identified program (s) (at least once in a year)
- b) Consider the new R&D proposals for joint collaboration.
- c) Consider the addition/deletion of areas of co-operation between the two institutions.

#### 10. CONFIDENTIALITY

The parties agree that with respect to any business information of the Disclosing Party which is (a) marked as "confidential," "proprietary" or some similar indication; (b) is advised by the Disclosing Party to be confidential; or (c) which the parties would reasonably construe to be confidential information under the circumstances (collectively referred to as "Confidential Information").

Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party's all patent rights, copyrights and all other intellectual property rights and proprietary rights thereto such as, scientific, technical, clinical, experimental and analytical data, properties, characteristics, functionalities, mechanisms and/or advantages of the Disclosing Party's products or proposed products, test samples, trade names, research and development activities, know-how, specifications, drawings, inventions, data and result of studies that will be performed on the test substances owned by the Disclosing Party, that Recipient is obligated to treat as confidential.

The party receiving the Confidential Information shall be referred to as the "Receiving Party" and the party disclosing the Confidential Information shall be referred to as the "Disclosing Party".

The Receiving Party hereby agrees to keep confidential, any Confidential Information provided by the Disclosing Party to the Receiving Party pursuant to this Agreement. Such Confidential Information shall be treated in the strictest confidence and shall not be disclosed by the Receiving Party to any Third Party and shall only be used for the proper performance of this Agreement and shall be treated as confidential for the duration of this Agreement and for a period of 5 years after its termination.



Confidential Information does not include information that: (a) is or comes into the public domain otherwise than by breach of this Agreement by either party; (b) is made known to the Receiving Party by a Third Party having the legal right to make such disclosure; (c) is independently developed by the Receiving Party without any aid of the Confidential Information of the Disclosing party.

## **11. PUBLICATIONS AND PATENTS**

All publications in the programs of co-operation shall be co-authored by the concerned scientist (s) of SPHAERA PHARMA and the Research Fellow/Faculty of IKGPTU.

SPHAERA PHARMA and IKGPTU will be joint holders of the Intellectual Property Right (IPR)/ Patents arising out of any joint work. The IPR expenses are to be borne by both the parties in equal proportion.

SPHAERA PHARMA will have the first right of refusal for commercialization if any, of such joint IPRs.

In the event the JSC decides that the joint IP may have some commercialization potential; SPHAERA PHARMA will have no obligation to commercialize; in case it is deemed that such joint IP could be detrimental to its internal product(s)/project(s)/ portfolio of program(s).

## **12. PUBLIC DISCLOSURE**

In case of any joint research and/or sponsored project (s) taken up by SPHAERA PHARMA and IKGPTU, no party shall disclose any part of the investigation in media in any form without any prior mutual, written consent.

## **13. DURATION OF AGREEMENT AND TERMINATION**

This General Agreement is effective from the date it is signed by the appropriate officer of each signatory.

This General Agreement may be amended at anytime by mutual consent and shall continue in force and effect for five years and can be extended by mutual consent of both parties.

Participants from each of the parties, while in attendance at the other party's facilities, shall abide by the rules and regulations of that host institution/industry regarding the use of facilities and conduct, and shall be subject to the laws of the host industry/institute.

In the event of material breach or default of any provisions of this Agreement, the non-breaching party will be entitled to call upon the defaulting party to rectify such breach or default within a period of 30 days from the date of such notice. In the event of failure on the part of the defaulting party to remove or rectify such breach or default, the Agreement shall stand terminated at the end of such notice period.





#### 14. NOTICES

Except, as may be otherwise provided hereunder, all notices and consents under this Agreement directed to any party shall be in writing and shall be considered to be duly served if delivered by registered post/email to the parties at the address mentioned below.

##### **SPHAERA PHARMA**

##### **Mr. Abhinav Dhandia**

CEO, Sphaera Pharma Private  
Limited Plot No. 32, Sector – 5,  
IMT Manesar, Gurugram,  
Haryana- 122051

Email:

abhinav.d@sphaerapharma.com

Phone Number: 0124-4187500



##### **IKGPTU**

HEAD, Chemical Sciences  
IKGPTU, Kaphur Thala  
144601 - Punjab.

#### 15. APPLICABLE LAWS

This Agreement shall in all respects be construed and interpreted in accordance with the laws of India and will be subject to the courts at New Delhi/Jalandhar.

#### 16. ARBITRATION

The parties agree that in case of any dispute or differences of opinion arising out of or in relation to any provisions of this Agreement, they shall endeavor to resolve and find amicable solution for the same. In the event that any of the disputes or differences of opinion could not be resolved as above the same shall be referred to resolution by arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at a place to be initially agreed upon and the arbitration shall be conducted in English Language. Notwithstanding this clause both parties shall have right of injunctive relief before courts of appropriate jurisdiction in case either party commits any breach of this Agreement.

#### 17. GENERAL PROVISIONS

**Non-assignability**— The rights and obligations of the parties under this Agreement shall not be assignable without written permission of the other party.

**Severability** -- If any provision hereof is held unenforceable or void, the remaining provisions shall be enforced in accordance with the terms of this Agreement.

**Entire Agreement** -- This Agreement and the agreements contemplated hereunder constitute the entire agreement between the parties and supersedes or cancels all previous negotiations, agreements, commitments oral or written between the parties



on the subject of this Agreement. This Agreement may not be amended in any manner except by an instrument in writing signed by the authorized representatives of each of the parties hereto.

Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

Nothing in this Agreement shall create or be deemed to create a partnership, agency or joint venture between the parties.


**IN WITNESS WHERE OF** The parties above named have put their respective hands and seals on the day, month and year first here in above written.

**For and on behalf of**  
**Punjab Technical University, Jalandhar**

**For and on behalf of**  
**Sphaera Pharma Private Limited**

Signature:   
Name: **Dr. Ajay Kumar Sharma**  
Title: **Vice-Chancellor**



Signature:   
Name: **Abhinav Dhandia**  
Title: **CEO**

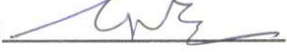


Date: 27<sup>th</sup> January 2021  
Place: Kapurthala


Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**Witnesses**

**Witnesses**

1. Signature:   
Name: Dr. Gaurav Bhardwaj  
Address: Ans. Def. Chemistry, JKCPTU  
Kapurthala

1. Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Signature:   
Name: Dr. Satish Singh  
Address: Ans. Def. (Electronics Communication)  
JKCPTU, Kapurthala

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_