



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 7bbb7325852ead397919

Receipt Date : 28-May-2024 06:22:46 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : ARKA JAIN UNIVERSITY JHARKHAND

Purpose of stamp duty paid : Memorandum Of Understanding

First Party Name : ARKA JAIN UNIVERSITY JHARKHAND

Second Party Name : HIBROW HEALTHCARE PRIVATE LIMITED
TAMIL NADU

GRN Number : 2402297610



30 MAY 2024

Registrar

ARKA JAIN University
Jharkhand



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Signed / Put L.T.J.
in my Presence

Advocate

Date.....

MEMORANDUM OF UNDERSTANDING

Between

ARKA JAIN UNIVERSITY, JHARKHAND

and

HIBROW HEALTHCARE PRIVATE LIMITED, TAMIL NADU

✓ a. n. s. hroivastav

Registrar
ARKA JAIN University
Jharkhand

[Signature]



Signed / Put L.T.I.
in my Presence

[Signature]
Advocate

Date.....



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the “**Agreement**”) is entered into and executed at on this 25th of June 2024 (hereinafter referred to as the “**Effective Date**”) by and between: -

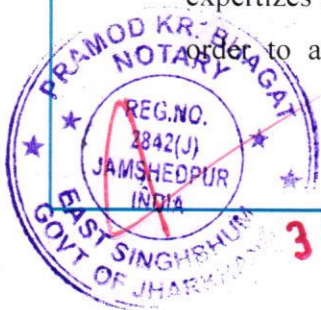
ARKA JAIN University, Jharkhand is a private university established by the Jharkhand State Legislature under “THE ARKA JAIN University Act, 2017” accredited with grade A by NAAC . having its corporate office at D-28, Danish Arcade , Opp. Asian Inn Hotel Dhatkidih, Jamshedpur-831001 and campus at Mohanpur, Opp. Kerala Public School , Gamharia , Dist - Seraikela Kharsawan, Jharkhand -832108 , represented by its Registrar, **Dr. Amit Kumar Shrivastav**, (herein after referred to as the “**ARKA JAIN University**” or the “**FIRST PARTY**” which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

AND

Hibrow Healthcare Private Limited, Tamil Nadu is established at Thiruvandavar Village, Sirupinayur Panchayat, Uthiramerur Taluk, Kancheepuram District - 603 308, Tamil Nadu, India. Hibrow Healthcare Private Limited is a fastest growing pharmaceutical manufacturers who develop niche generic formulations that cater to highly regulated markets.

Hibrow Healthcare Private Limited provides the fastest drug development timeline along with comprehensive project management for the portfolio complying with USFDA guidelines without compromising on Quality. Hibrow Healthcare Private Limited is specialized in R&D and manufacturing of pharmaceutical products and also provides other allied services such as formulation development, analytical development, technology transfer etc. Hibrow's R&D lab is a state-of-the-art facility equipped with end-to-end unit operation line catering to different Pharmaceutical processes that suits every individual project-specific designs and requirements. The analytical development team of Hibrow Healthcare Private Limited expertizes in developing the latest analytical methods, keeping in mind our futuristic needs in

order to avoid major changes during technology transfer such as changes in instrument



30 MAY 2024

✓ a.k. shrivastav
Registrar
ARKA JAIN University
Jharkhand

Signed / Put L.T. in my Presence

Advocate

Date.....



models. The company also provides fully-developed products that can both be manufactured in our site or at an alternate site as per our clients' convenience.

Hibrow Healthcare Private Limited is established at Thiruvandavar Village, Sirupinayur Panchayat, Uthiramerur Taluk, Kancheepuram District - 603 308, Tamil Nadu, India represented by **Mr. Jai Ganesh A S**, General Manager-HR (herein after referred to as **Hibrow Healthcare Private Limited, Tamil Nadu or the "SECOND PARTY"** which expression shall include its successors and assigns for the purpose of undertaking collaborative activities.

ARKA JAIN University, Jharkhand and **Hibrow Healthcare Private Limited, Tamil Nadu** are hereinafter jointly referred to as the "**Parties**" and individually as the "Party".

WHEREAS:

I. ARKA JAIN University was established in February 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act". The University is a government-recognized university with the right to confer degrees as per the sections 2(f) and 22(l) of the UGC Act, 1956. The sprawling campus of the University is situated at Gamharia, Dist: Seraikela - Kharsawan, 13 km from steel city Jamshedpur. The University offers multi-disciplinary programs, all of which are designed to be industry-relevant. The University runs various courses in Pharmacy approved by Pharmacy Council of India (PCI) New Delhi under the School of Pharmacy.

II. Hibrow Healthcare Private Limited, Tamil Nadu values People and build their capabilities in order to exceed customer expectations to encourage creativity and innovation to be practiced without fear of failure. It has a robust quality management system that continually upgrades and updates time-to-time: thus, providing unparalleled outcomes at every stage of the product development cycle. The Hibrow facility is an "everything under one roof" concept. The ground floor is equipped with state-of-the-art equipment that is dedicated to the Research and development of new products. The first floor is loaded with high functioning machineries designed to manufacture all types of oral delivery products adhering to current regulatory and GMP norms. The quality management system of Hibrow Healthcare Private Limited



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Registrar
ARKA JAIN University
Jharkhand

Signed / Put L.T.
in my Presence

Advocate

Date.....



can provide the quality products which is compliant with various markets requirements.

- III. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- IV. This MOU is subject to the approval of the respective Statutory Authorities of the parties here to and subject to changes as may be desired.
- V. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MOU.
- VI. The development and implementation of specific forms of cooperation based on this MOU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- I. Both the Parties have hereto identified the following areas where they agree to cooperate to the fullest extent mutually:
- a. Workshop/ Seminar and Conference/Virtual exchange of Classes/Faculty Exchange Program Virtually: **Hibrow Healthcare Private Limited, Tamil Nadu** or **ARKA JAIN University** could participate as Faculty / Speaker Workshops, Seminars, Continuing Education and Training programs conducted by both parties for Faculty Members, Research Scholars and students.
- b. Both parties agree to undertake students and involved them for Joint Research Projects which are mutually beneficial. However selected M. Pharm/U.G. students will get opportunity to pursue their research projects at the virtual guidance of **Hibrow Healthcare Private Limited, Tamil Nadu**.
- c. Extend help and cooperation in developing the Curriculum of Continuing Education Programs on such terms as may be mutually agreed to, including Joint Meetings of Curriculum Development Committees/bodies.



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Registrar
ARKA JAIN University
Jharkhand

Signed / Put L.T.I.
in my Presence

Advocate



- d. **Hibrow** will take selected students of Pharmacy of **ARKA JAIN University** for Industrial Training / Internship with justified stipend to the students as agreed mutually by the parties.
- e. Absorption / Employment for the students will be purely at the discrimination of **Hibrow Healthcare Private Limited** (As per their requirement).
- f. For aforementioned points, there will not be any beneficial transaction in any parties (**ARKA JAIN University & Hibrow Healthcare Private Limited**).
- g. Employees of **Hibrow Healthcare Private Limited** if interested can enroll for the pharmacy course run by **ARKA JAIN University** for upgrading their qualification and obtain higher degree by full filing there admission norms at fee structure mutually agreed by the parties

II. Faculty Development Programs:

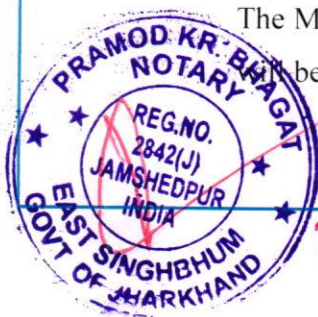
Faculty Development Programs are an essential component in standardizing classroom teaching all over the country. These programs help the teachers update them with the students' expectations, the institution's expectations, and proper penetration in imparting relevant areas of specialization. The fellow members of the corporation could contribute to the faculty development program of the **ARKA JAIN UNIVERSITY** in the domain of Allied Health Science and Pharmacy.

III. Non-Binding Nature of the MOU

Nothing in this MOU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MOU. The acts performed and actions taken by either party that do not fall under the MOU shall have a binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MOU does not restrain or preclude parties from entering into similar MOUs with any other organization during currency or the extended currency of this MOU.

IV. Terms and Termination of the MOU

The MOU shall come into force immediately upon its signing by the parties. The MOU shall be in force for an initial period of five (5) years. MOU may be extended further on



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Registrar
ARKA JAIN University
Jharkhand
Signed / Put L.T.I.
in my Presence

Advocate

Kumar

the mutually agreed terms. **ARKA JAIN University** or **Hibrow Healthcare Private Limited**, shall not have any right to claim extension or renewal of contract.

- a. This MOU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.
- b. This MOU can also be terminated by either of the parties by giving advance notice for a three (3) month period without jeopardizing the ongoing collaborative undertakings.
- c. The implementation and/or continuance of programs or project established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

V. Amendments

No change, alteration or modification of this MOU shall be valid, unless in writing and signed by both the Parties hereto.

VI. Severability

Suppose any provision of this MOU is held invalid, unenforceable or illegal for any reason. In that case, this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

VII. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

VIII. Confidentiality

Both Parties agree to treat the contents of this MOU and any valuable information provided, developed, found or acquired in the process or performance of this MOU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the



30 MAY 2024

a-k-shrivastav
Registrar
ARKA JAIN University
Jharkhand

Signed / Put L.T.I.
in my Presence

[Signature]
Advocate

Date.....



order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MOU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MOU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

IX. Governing Law

The MOU shall be interpreted in accordance with and governed by the applicable laws in India.

X. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MOU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall settled through mutual consultations and agreements.

XI. Points of Contacts

For managing the activities under this Understanding, the Contact Persons responsible at other party are as follows, including their contact and location details:



Registrar
ARKA JAIN University
Jharkhand

Signed / Put L.T.I.
in my Presence

Advocate

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ARKA JAIN
University



For Hibrow Healthcare Private Limited,
Tamil Nadu

Name: Jai Ganesh A S

Designation: General Manager-HR, “ Hibrow Healthcare Private Limited, Tamil Nadu ”

Address: Hibrow Healthcare Private Limited,
Thiruvandavar Village, Sirupinayur Panchayat,
Uthiramerur Taluk, Kancheepuram District - 603
308, Tamil Nadu

E-mail id:
JaiGanesh.as@hibrowhealthcare.com

Mob.: +91 9176619072

For ARKA JAIN University , Jharkhand

Name : Prof (Dr.) Jyotirmaya Sahoo

Designation : Dean

Address: ARKA JAIN University,
Opp. To Kerala Public School ,Mohanpur , Gamharia,
Dist. Seraikela Kharsawan ,
Jharkhand -832108

E-mail id: dr.jyotirmaya@arkajainuniversity.ac.in

Tel : +657 2220285

Mob.: +91 9861433157

XII. Signed in Duplicate

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Signed on Behalf of
Hibrow Healthcare Private Limited, Tamil Nadu

Mr. Jai Ganesh A S
General Manager-HR
Hibrow Healthcare Private Limited,
Thiruvandavar Village, Sirupinayur
Panchayat, Uthiramerur Taluk,
Kancheepuram District - 603 308, Tamil
Nadu

Signed on Behalf of
ARKA JAIN University, Jharkhand

Registrar
ARKA JAIN University
Jharkhand

Dr. Amit Kumar Shrivastav
Registrar

ARKA JAIN University, Mohanpur, Opp.
Kerala Public School, Gamharia , Dist -
Seraikela Kharsawan, Jharkhand -832108

Witness

AMAR HARI PRASAD

NO:12/180, NEHRUNAGAR, 1ST STREET, MAMBALKAM MAIN ROAD,
MEDAVAKKAM, CHENNAI- 600100

Attested the Signature of the
Executant/Executants who Signed/
Put L.T.D. in my Presence of Sri. B. A.

..... Advocate
District Court, Jamshedpur and also
Identified by him.

Pramod Kr. Bhagat
NOTARY
E. Singhbhum, JSR.

Signed / Put L.T.I.
In my Presence

Advocate

Date

