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**MEMORANDUM OF UNDERSTANDING (MoU)  
FOR SCIENTIFIC RESEARCH COOPERATION**

BETWEEN

**BIOVERSE TECHNOLOGIES PRIVATE LIMITED (B.T.P.L.),  
LUCKNOW, U. P.**

AND

**R. R. INSTITUTE OF MODERN TECHNOLOGY (R.R.I.M.T),  
BKT, LUCKNOW, U. P.**

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SEPTEMBER 15, 2024

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This Memorandum of Understanding is entered into on this "15th day of September 2024", by and between:

1. Parties

a. **Bioverse Technologies Private Limited (B.T.P.L.)**,

Registered office at:

2nd Floor, D-1408, Near Kaleva Chauraha,  
Indira Nagar, Lucknow – 226016, Uttar Pradesh, India.  
Contact: +91-8448800284

(Hereinafter referred to as "B.T.P.L.")

And

b. **RR Institute of Modern Technology (R.R.I.M.T.)**,

Registered at Address: NH-24, Bakshi Ka Talab, Sitapur Road, Lucknow-226201 (UP) India.

(Hereinafter referred to as "R.R.I.M.T.")

Collectively referred to as the "Parties".

2. Purpose

The purpose of this Extension Agreement is to continue and enhance the collaboration between **B.T.P.L.** and **R.R.I.M.T.** in the field of scientific research, industrial training, knowledge exchange, and academic cooperation. This entails conceptualization and joint implementation of research projects and programs, exchange visits, networking activities, and hosting of national and international academic events.

3. Period of Collaboration

This Agreement shall be effective from **15<sup>th</sup> September 2024** and shall remain in force until **14<sup>th</sup> September 2028**, unless modified or terminated earlier by mutual consent.

The Parties may further extend the agreement by mutual written understanding prior to the expiration date.

4. Areas of Collaboration

The Parties agree to collaborate in the following domains:

- a) Joint Research Projects and Programs
- b) Industrial Trainings
- c) Exchange Visits and Networking
- d) National & International Conferences, Workshops, and Seminars

5. Nature of Work on Each Project

The nature of work for each collaborative initiative shall be jointly developed and documented under specific **Terms of Reference (ToR)**. These **ToRs** will outline objectives, responsibilities, timelines, and deliverables of each activity.



#### 6. Reporting Requirements

The Managing Director of B.T.P.L. and the Director of RRIMT & HOD, Dept. of Biotechnology will jointly supervise and assess the work undertaken. Reporting frequency and format shall be mutually decided and periodically reviewed to ensure timely communication and transparency.

#### 7. Deliverables

Deliverables shall be clearly mentioned in respective ToRs or formal agreements tied to individual initiatives. Any modifications to deliverables shall require written approval from both parties.

#### 8. Assignment and Third-Party Provisions

The Parties may jointly invite external entities (public/private/academic/research) to support or participate in specific cooperative initiatives under this MoU, provided they contribute meaningfully to the agreed objectives.

#### 9. Intellectual Property & Publishing Rights

Intellectual Property (IP) generated shall remain with the originating party unless otherwise agreed in writing. Joint publications or IP ownerships will be negotiated separately with due recognition to both institutions' contributions.

#### 10. Conflict of Interest

Both parties agree to avoid conflicts of interest. If such a situation arises or is likely to arise, the concerned party shall notify the other immediately. Resolutions will be decided by mutual discussion and agreement.

#### 11. Funding Provisions

Each party shall manage and allocate resources for their respective activities as agreed in the relevant project-specific budgets. Funding may include internal resources, grants, or other sources. Expenses and financial arrangements shall be clearly documented.

#### 12. Enforceability Provisions

If any clause in this MoU is found to be unenforceable or invalid, it shall be revised through mutual consent without affecting the validity of the remaining provisions.

#### 13. Amendment

Any amendment to this MoU shall be made in writing and must be mutually agreed upon by both parties. Prior notice of proposed amendments must be given, followed by a formal meeting and resolution.

#### 14. Termination Clause

This MoU may be terminated under any of the following conditions:

- a) Mutual consent
- b) Breach of obligations
- c) Bankruptcy or insolvency
- d) Change of control
- e) Force Majeure or superseding agreement

Termination shall require a 60-day prior written notice. Costs and obligations until the date of termination shall be honored as per prior agreements.



15. Dispute Resolution

Disputes shall be resolved amicably. In case of disagreement, alternative dispute resolution methods such as negotiation or mediation shall be pursued. Failing that, the dispute may be referred to a mutually agreed independent arbitrator.

16. Annexures (To be Attached)

- a) Terms of Reference (ToR)
- b) NDA Template
- c) IPR Sharing Agreement

17. Signature Clause

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective institutions, have signed this Extension Agreement as of the day and year first above written.

For Bioverse Technologies Private Limited

Name: Dr. Akash Singh  
Designation: General Manager, BTPL

Signature: [Signature]

Date: 15/09/2024

Stamp:



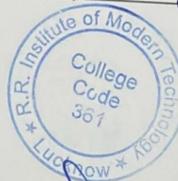
For RR Institute of Modern Technology

Name: Dr. Dheendra Kumar  
Designation: Head (Dept. of Biotechnology), RRIMT

Signature: [Signature]

Date: 15-Sept-2024

Stamp:



Witness 1: [Signature]

Name: PUNABT KR. CHATURVEDI

Designation: \_\_\_\_\_

Witness 2: [Signature]

Name: Sufant Singh.

Designation: Asst. Prof.

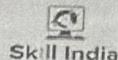


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**TERMS OF REFERENCE (ToR)**  
**For the Scientific Research Cooperation between**

**Bioverse Technologies Private Limited,  
2nd Floor, D-1408, Near Kaleva Chauraha,  
Indira Nagar, Lucknow – 226016, Uttar Pradesh, India  
(hereinafter referred to as “Party A”),**

**AND**

**R. R. INSTITUTE OF MODERN TECHNOLOGY (R.R.I.M.T),  
NH-24, BAKSHI KA TALAB, SITAPUR ROAD,  
LUCKNOW-226201, (UP) INDIA.  
(hereinafter referred to as “Party B”),**



## 1. Introduction

This **Terms of Reference (ToR)** is established under the **Memorandum of Understanding (MoU)** dated **15<sup>th</sup> September 2024**, to **14<sup>th</sup> September 2028**, between **Bioverse Technologies Private Limited (BTPL)** and **R.R. Institute of Modern Technology (RRIMT)**. It serves to provide a structured framework for collaborative activities between both parties in the fields of scientific research, capacity building, academic engagement, innovation, and knowledge dissemination.

## 2. Background

**Bioverse Technologies Private Limited** is a Contract Research Organization based in Lucknow, U.P., dedicated to scientific innovation, product development, and academic-industry partnerships.

**RR Institute of Modern Technology (RRIMT)**, located in Lucknow, U.P., is a private academic institution committed to delivery and promotion of higher education and research excellence.

## 3. Purpose

The primary purpose of this ToR is to:

- a) Define the operational framework and modalities of collaboration.
- b) Outline responsibilities and contributions from each party.
- c) Establish governance and monitoring protocols.
- d) Identify and clarify deliverables.
- e) Create mechanisms for funding, accountability, and reporting.

## 4. Scope of Collaboration

The collaboration will include, but not be limited to, the following areas:

### 4.1. Joint Research and Development

- a) Development of interdisciplinary research proposals.
- b) Collaborative research in biotechnology, environmental sciences, molecular biology, computational biology, and sustainability.
- c) Applied and translational research that benefits industry and society.

### 4.2. Academic and Industrial Training

- a) Short-term and long-term training programs for undergraduate, postgraduate, and doctoral students.
- b) Faculty development and industry upskilling programs.
- c) Hands-on workshops in microbiology, molecular biology, bioinformatics, regulatory affairs, etc.

### 4.3. Innovation and Entrepreneurship

- a) Establishment of a joint innovation hub or incubation cell.
- b) Mentorship for start-ups and student entrepreneurs.
- c) Joint patenting and commercialization of innovative products/processes.

### 4.4. Seminars, Conferences, and Public Engagement

- a) National and international conferences, webinars, and symposia.



- b) Public engagement through scientific exhibitions, science fairs, and social media outreach.
- c) Annual Joint Innovation Summit and Research Showcase.

#### 4.5. Exchange and Mobility

- a) Faculty and student exchange programs.
- b) Visiting scientist positions.
- c) Internship placement for RRIMT students at BTPL facilities.

#### 4.6. Curriculum Enhancement

- a) Syllabus design input from BTPL to align academic content with industry standards.
- b) Guest lectures by BTPL scientists and management.
- c) Joint certification programs.

#### 5. Objectives

The collaboration aims to achieve the following:

- a. Promote Interdisciplinary Research by fostering projects that integrate academic knowledge with industry insights.
- b. Bridge the Academia-Industry Gap through practical training and exposure to real-time industrial challenges.
- c. Develop Technological Solutions for critical societal issues such as food security, health care, and environmental sustainability.
- d. Foster Talent Development by nurturing skilled professionals ready for global challenges.
- e. Drive Commercial and Social Innovation through start-up incubation, patent filing, and scalable solutions.
- f. Strengthen Institutional Capacity with knowledge transfer and infrastructure sharing.

#### 6. Governance Structure

- a. A Joint Steering Committee (JSC) shall be formed to guide the overall collaboration. It will consist of:

- i. 2 representatives from BTPL (General Manager and Research Head)
- ii. 2 representatives from RRIMT (Director, RRIMT and Head, Department of Biotechnology)
- iii. 1 external advisor (optional)

- b. Responsibilities of JSC:

- i. Approve and monitor projects and programs.
- ii. Resolve disputes and take strategic decisions.
- iii. Review budgetary utilization and resource allocation.
- iv. Publish an annual report on collaborative outcomes.

- c. Meetings will be held quarterly or as needed.

#### 7. Roles and Responsibilities

##### 7.1. Bioverse Technologies Private Limited (BTPL)

- a) Provide laboratory facilities and industrial mentorship.
- b) Facilitate internships and industrial exposure.
- c) Co-design training modules and R&D workflows.
- d) Share relevant research equipment and datasets.
- e) Co-fund selected projects and events.



7.2. RR Institute of Modern Technology (RRIMT)

- a) Nominate faculty and students for training/research.
- b) Provide research support and documentation.
- c) Organize conferences and academic events.
- d) Extend academic recognition to collaborative certifications.
- e) Host guest faculty and BTPL resource persons.

8. Methodology and Implementation Plan

Each project or activity under this ToR will be executed as per the following steps:

- a) Proposal Development – Detailed concept note and budget to be submitted.
- b) Approval Process – Review by JSC and mutual consent.
- c) Execution – Task allocation, implementation, and mid-term reviews.
- d) Documentation and Publication – Reports, articles, and IPR filings.
- e) Evaluation – Impact assessment and lessons learned.

9. Monitoring and Evaluation(M&E)

- a) Key Performance Indicators (KPIs):
  - i. Number of joint research projects
  - ii. Number of students/faculty trained
  - iii. Publications and patents filed
  - iv. Funding acquired through grants
  - v. Start-ups or products developed
- b) Tools for M&E:
  - i. Periodic progress reports
  - ii. Field visits and audits
  - iii. Annual collaborative impact assessment

10. Deliverables: Deliverables shall be project-specific, including but not limited to:

- a) Joint publications in peer-reviewed journals.
- b) Trained and certified students.
- c) Reports and whitepapers.
- d) Patents and innovation portfolios.
- e) Media coverage of events and impact stories.
- f) Joint database of research tools and outputs.

11. Funding and Resource Allocation: Cost sharing will be transparently recorded.

- a) Both parties will contribute based on mutual agreement per project or activity.
- b) Funding may come from internal resources, research grants, CSR, or public/private funding agencies.
- c) A joint finance committee may be constituted for high-value proposals.

12. Risk Management and Conflict Resolution

- a) Any conflict or disagreement will be first addressed through dialogue.
- b) If unresolved, it will be referred to the JSC.
- c) Failing that, external mediation or arbitration will be sought as per mutual agreement.

13. Intellectual Property Rights (IPR)

- a) Each institution retains ownership of its prior and independently developed IP.
- b) Joint IP will be shared based on proportional contribution.



c) Patent filing, licensing, and royalty sharing will follow co-authorship and mutual legal review.

14. Legal Status

This ToR does not create any binding legal or financial obligations unless specified in individual project agreements or sub-contracts.

15. Confidentiality

a) All proprietary or confidential information shall be handled with due care and protected as per Non-Disclosure Agreements (NDAs) signed for specific projects.

16. Ethics and Sustainability Compliance

a) All activities will adhere to ethical research standards and sustainability principles.  
b) Projects involving human or animal subjects will require prior approval from Institutional Ethics Committees.

17. Documentation and Communication

a) A centralized digital repository will be maintained to store proposals, minutes, and reports.  
b) All official communication must be documented through email or written format.

18. Exit or Withdrawal

a) Either party may exit the collaboration for valid reasons with 90 days' written notice.  
b) Projects in progress at the time of exit will be concluded under agreed transition terms.

For Bioverse Technologies Private Limited  
Name: **Dr. Akash Singh**  
Designation: **General Manager, BTPL**

Signature: \_\_\_\_\_

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

Stamp: \_\_\_\_\_

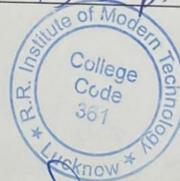


For RR Institute of Modern Technology  
Name: **Dr. Dheerendra Kumar**  
Designation: **Head (Dept. of Biotechnology), RRIMT**

Signature: \_\_\_\_\_

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

Stamp: \_\_\_\_\_



Witness 1: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

*Puneet*

**PUNEET K.R. CHATURVEDI**

Witness 2: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

*Puneet*  
*15/sep/24*  
**Puneet Singh**  
**Asst. Prof.**



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# INTELLECTUAL PROPERTY RIGHTS (IPR) SHARING AGREEMENT

BETWEEN

BIOVERSE TECHNOLOGIES PRIVATE LIMITED (B.T.P.L.),  
LUCKNOW, U.P.

AND

R. R. INSTITUTE OF MODERN TECHNOLOGY (R.R.I.M.T.),  
LUCKNOW, U.P.



## 1. Preamble

This Intellectual Property Rights (IPR) Sharing Agreement (“Agreement”) is executed pursuant to the **Memorandum of Understanding (MoU) dated 15th September 2024**, to govern the creation, ownership, protection, and commercialization of Intellectual Property (IP) generated under collaborative activities.

## 2. Objectives

The objectives are to:

- a) Protect Background and Foreground IP.
- b) Ensure equitable recognition of contributions.
- c) Define benefit-sharing and commercialization models.
- d) Encourage innovation, technology transfer, and entrepreneurship.

## 3. Definitions

- a) **Background IP:** Pre-existing IP owned by a Party prior to collaboration.
- b) **Foreground IP:** New IP generated during collaboration.
- c) **Joint IP:** Foreground IP developed with contributions from both Parties.
- d) **Commercialization:** Utilization of IP for financial, industrial, or societal gain, including licensing, assignment, spin-offs, or start-ups.

## 4. Ownership of IP

- a) Background IP remains the sole property of the originating Party.
- b) Foreground IP developed by one Party belongs to that Party.
- c) Joint IP shall be co-owned. Contribution-based ownership will be determined by the **Joint Steering Committee (JSC)** or through mutual agreement.

## 5. Moral Rights

Inventors/authors shall retain moral rights of attribution, ensuring their names are acknowledged in publications, patents, or commercial outputs.

## 6. Protection of IP

- a) Patents and copyrights shall be filed in joint names where applicable.
- b) Filing and maintenance costs shall be shared proportionally or project-wise.
- c) No Party shall file without giving the other **30 days’ notice**.

## 7. Benefit Sharing & Royalty Distribution

- a) Revenue from commercialization shall be distributed as follows:

- I. **30% to inventors/authors,**
- II. **40% to the lead institution managing IP,**
- III. **30% to joint collaborative fund for R&D and sustainability,**  
unless modified by mutual consent.



## 8. Licensing and Technology Transfer

- a) Joint IP licensing requires **written consent** from both Parties.
- b) Licensing agreements shall specify exclusivity, duration, and territory.
- c) Technology transfer to third parties must acknowledge both Parties.

## 9. IP Evaluation Committee

- a) A Joint IP Evaluation Committee shall be constituted to:
  - I. Assess novelty and patentability.
  - II. Recommend commercialization pathways.
  - III. Advise on revenue-sharing disputes.

## 10. Data Ownership & Sharing

- a) Research data, lab notes, and digital resources shall remain jointly owned unless agreed otherwise.
- b) Access to datasets will be governed by the NDA.

## 11. Publications and Dissemination

- a) Pre-publication notice of **30 days** must be given.
- b) Both Parties must be acknowledged in all publications.

## 12. Third-Party Engagement

If external collaborators (funders, universities, companies) are involved, IP terms must be re-negotiated and formalized in supplementary agreements.

## 13. Confidentiality

All IP-related information shall be governed by the Non-Disclosure Agreement signed between the Parties.

## 14. Term & Termination

- a) Valid until **14th September 2028**, aligned with MoU.
- b) Termination requires **90 days' notice**.
- c) Rights to existing IP shall survive termination.

## 15. Dispute Resolution

- a) First resolved through **Joint Steering Committee**.
- b) If unresolved, settled by arbitration in **Lucknow**, under the Arbitration and Conciliation Act, 1996.

## 16. Force Majeure

Neither Party shall be liable for delays/failures due to natural disasters, pandemics, strikes, or government restrictions.

## 17. Notices & Communication

All notices must be sent in writing via registered post, courier, or official email, with acknowledgment.

## 18. Entire Agreement & Severability

This Agreement, read with the MoU, forms the entire understanding. If any clause is invalid, the remainder shall remain enforceable.

## 19. Amendments

Amendments require **written consent of both Parties**, duly signed and sealed.

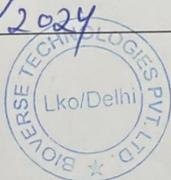
### Signatures

For Bioverse Technologies Private Limited  
Name: **Dr. Akash Singh**  
Designation: **General Manager, BTPL**

Signature: \_\_\_\_\_

Date: 15/09/2024

Stamp:



For RR Institute of Modern Technology  
Name: **Dr. Dheerendra Kumar**  
Designation: **Head (Dept. of Biotechnology), RRIMT**

Signature: DKumar

Date: 15 Sept - 2024

Stamp:



Witness 1: \_\_\_\_\_

Name: PUNBAT KR. CHATURVEDI

Designation: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Name: Sufat Singh.

Designation: Asst. Prof.



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## **NON-DISCLOSURE AGREEMENT (NDA)**

**BETWEEN**

**BIOVERSE TECHNOLOGIES PRIVATE LIMITED  
(B.T.P.L.), LUCKNOW, U.P.**

**AND**

**R. R. INSTITUTE OF MODERN TECHNOLOGY  
(R.R.I.M.T.), LUCKNOW, U.P.**



## 1. Preamble

This Non-Disclosure Agreement (“Agreement”) is executed as an Annexure to the MoU dated **15th September 2024**, to safeguard confidential and proprietary information shared during collaborative activities.

## 2. Definitions

- a) **Confidential Information:** Any research data, prototypes, processes, business plans, or unpublished information disclosed by either Party.
- b) **Disclosing Party:** The Party sharing information.
- c) **Receiving Party:** The Party receiving information.

## 3. Obligations of the Receiving Party

- a) Use information solely for collaborative purposes.
- b) Disclose only to employees, students, or subcontractors on a **need-to-know basis**, ensuring they are bound by equivalent confidentiality.
- c) Protect information using reasonable safeguards, including secure storage, restricted access, and encrypted data transfer.

## 4. Exclusions

Confidential Information does not include information that is:

- a) Publicly available,
- b) Independently developed without access,
- c) Rightfully obtained from a third party,
- d) Required by law to be disclosed (with prior notice to the Disclosing Party).

## 5. Data Security Standards

Both Parties shall maintain:

- a) Secure digital storage with password/encryption.
- b) Controlled laboratory access.
- c) Signed logbooks for physical material handling.



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## 6. Permitted Disclosures

Disclosure is allowed:

- a) To regulators or funding agencies, with prior notice.
- b) To third-party collaborators, only with written consent.

## 7. Duration of Confidentiality

Valid during the MoU term and for **five (5) years after expiry or termination.**

## 8. Return or Destruction of Information

Upon termination, Receiving Party shall return or destroy all information within **30 days**, except where retention is required by law.

## 9. Remedies for Breach

- a) Injunctive relief to stop misuse.
- b) Indemnification for losses.
- c) Liquidated damages as mutually agreed.

## 10. Governing Law & Jurisdiction

- a) Governed by **Indian law**.
- b) Arbitration in **Lucknow** under Arbitration and Conciliation Act, 1996.
- c) Courts at Lucknow shall have exclusive jurisdiction.

## 11. Successors and Assigns

This Agreement binds successors, affiliates, and assigns of both Parties.

## 12. Force Majeure

Parties shall not be liable for breach if prevented by natural disasters, pandemics, or government restrictions.



**13. Notices & Communication**

All notices must be issued in writing via registered post, courier, or official email.

**14. Entire Agreement & Severability**

This Agreement constitutes the entire understanding regarding confidentiality. If any provision is invalid, the rest shall remain in effect.

**15. Amendments**

Any amendment must be **in writing**, signed by authorized representatives of both Parties.

**Signatures**

For Bioverse Technologies Private Limited  
 Name: **Dr. Akash Singh**  
 Designation: **General Manager, BTPL**

Signature: \_\_\_\_\_

Date: 15/09/2024

Stamp:

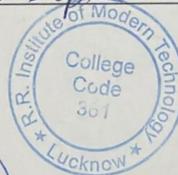


For RR Institute of Modern Technology  
 Name: **Dr. Dheerendra Kumar**  
 Designation: **Head (Dept. of Biotechnology), RRIMT**

Signature: DKumar

Date: 15-Sept-2024

Stamp:



Witness 1: \_\_\_\_\_

Name: PUNEET KUMAR CHATURVEDI

Designation: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Name: Sufat Singh.

Designation: Asst. Prof.