

MEMORANDUM OF UNDERSTANDING

Between

Agrozen Bio Research Pvt. Ltd.



&

**Veer Madho Singh Bhandari Uttarakhand Technical
University**



Through

UTU Center for Hemp Processing Technology Development

For Genotyping, Phenotyping & Biopharmaceutical Drug Development

MEMORANDUM OF UNDERSTANDING

Between

AgroZen Bio Research Pvt. Ltd. has a Registered Office address at 67, Ballapur, Kamla Nagar, Dehradun, Uttarakhand. an entity existing under the laws of India and having CIN No.U24290UR2022PTC014764 (from now on referred to as "**First Party**")

AND

This Memorandum of Understanding (MOU) is hereby executed on 8th September 2023 between **Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun** (referred to as the "**Second Party**"), a legal entity established by Act no. 415 of 2005 of the Uttarakhand State Government, with its registered office at **Veer Madho Singh Bhandari Uttarakhand Technical University, Suddhowala, Dehradun.**

Through

UTU Center for Hemp Processing Technology Development

For Genotyping, Phenotyping & Biopharmaceutical Drug Development

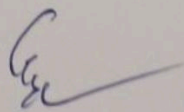
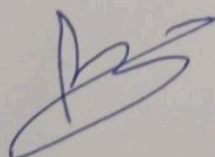
MEMORANDUM OF UNDERSTANDING (MOU)

The parties of this Memorandum of Understanding (MOU) separately can be called Institution or Party. Similarly, the Parties can be collectively referred to as the "Parties".

WHEREAS, the parties are interested in carrying out research activities concerning the industrial hemp plant (*Cannabis Sativa L*) including preserving its genetic varieties, enhancing its stem & seed production, and developing improved/novel "Cannabis Sativa L" strains, for industrial, medicinal & Food use. The UTU has established **UTU Centre for Hemp Processing Technology Development** on its premises which are mandated to perform various activities related to hemp for industrial and medicinal purposes.

WHEREAS, due to the common interest, the Parties are desirous of working together to carry out research activities for their welfare;

AND NOW, THEREFORE, the Parties discussed and considered it suitable and beneficial to enter into long-term collaboration for carrying out above mentioned joint research activities and to provide assistance and support to each other in their respective individual activities and programs. Now, therefore, the parties have executed and signed this MOU and settled the terms and conditions of this collaboration between the parties which are followed as under:



1. Scope:

The scope of work includes:

1.1 Perform meticulous strain selection from both national and international sources, incorporating field trials, tissue culture, genetic modification (GMO), and controlled breeding methods. Conduct comprehensive mapping and research to precisely identify and categorize cannabinoids within a wide range of Himalayan cannabis strains. Utilize appropriate strains for the purpose of developing industrial and medicinal variations. Furthermore, ensure the registration of these developed strains to safeguard intellectual property rights.

1.2 Conduct comprehensive research on industrial hemp fiber extraction, weaving methodologies, and intricate/straightforward weave patterns. Formulate efficient and sustainable processes for hemp fiber extraction and integrate diverse weave structures.

1.3 Draft & apply a comprehensive grant proposal for DST, UCOST, and other government-funded research projects, encompassing the establishment of a dedicated legal entity focused on hemp fiber extraction and weaving operations.

1.4 Develop best agricultural practices for high-yield, high-quality hemp & disease-resistant, high-yielding cultivars or seeds of cannabis for medical and Industrial applications.

1.5 Explore the potential of hemp fibers for bioplastic and thermo composite materials. Conduct research on blended fiber cloth in partnership with Uttarakhand Bamboo-Fiber Development Board, NIFT & other National/International Fashion institutions.

1.6 Develop processes and techniques to utilize waste fibers (hurds) for Hempcrete, Hemp Board, Hemp wool, Hemp Insulation, and Hemp Modular Blocks for the construction & interior industry.

1.7 Establish a systematic & legal process for the collection & processing of wild hemp raw materials from licensed collectors.

1.8 Create a specialized course in Cannabis Agronomy and offer consultation services to companies. Provide training to farmers on industrial and medicinal cannabis cultivation, as well as technology transfer.

2. Duties of Parties:

2.1 The parties shall have the option to mutually share academic, research, laboratory, training, and other facilities, subject to agreed-upon conditions. In the interest of academic and research

endeavors, student exchanges may take place, with the host institution providing accommodation.

2.2 Undertake funded and non-funded projects, training, and other activities, providing support as agreed upon.

2.3 Organize joint conferences, exhibitions, seminars, and workshops, and encourage faculty and staff participation. Scientists and plant science experts may conduct sessions, seminars, and academic activities at each other's premises.

2.4 Faculty may serve as guides, evaluators, etc., as needed for thesis, dissertations, projects, and training.

2.6 Other programs and activities may be agreed upon by the parties. Share benefits in case of project commercialization, with details specified in a separate agreement.

2.9 Explicit responsibilities of each party are as follows:

a) Veer Madho Singh Bhandari Uttarakhand Technical University:

- i. Veer Madho Singh Bhandari Uttarakhand Technical University shall offer sample analysis and reports. If the university lacks the necessary facilities, samples may be tested by a NABL third-party testing Lab.
- ii. Assist Agro Zen in the development of Industrial hemp & medicinal formulations with advanced technologies. Provide Trial Plots/Space for the project.

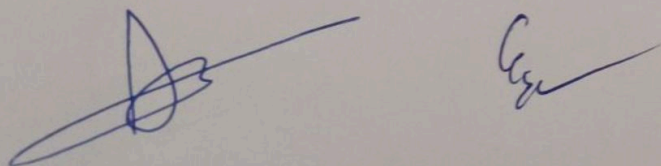
b) AgroZen Bio Research Pvt. Ltd. responsibilities:

- i. Furnish guidance and assistance in acquiring hemp strains for both industrial and medicinal purposes. Cover the expenses associated with procuring the necessary equipment, chemicals, and consumables essential for the research project.
- ii. Conduct field trials of obtained strains on their trial plots or plots/space provided by the University. Collect planting material from national and international sources as per state government guidelines.

3. Advertising and publicity:

The parties are permitted to publish details of this collaboration in advertisements, public announcements, etc. When making such publications, both parties must duly acknowledge each other's involvement, participation, and contributions.

4. Intellectual Property:



Both parties shall jointly own any Intellectual Property (IP) rights resulting from the project's research and development activities. The distribution of royalties from the IP shall be discussed and decided on a case-by-case basis, ensuring fairness and equitable benefits for both parties. This arrangement promotes a mutually beneficial sharing of intellectual property rights and related financial advantages.

5. Publication:

The research results shall be shared with the parties before joint publication, subject to a prior mutual agreement on public disclosure. Collaboration personnel must obtain written approval from both parties before disclosing or publishing any program information. Both parties shall have access to the data and information obtained during the research collaboration.

6. Indemnity:

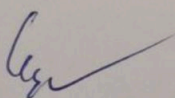
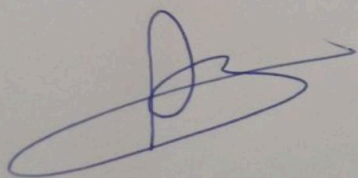
Each party hereby indemnifies each other against all proceedings and actions (including but not limited to initiated or ordered or levied by any person (natural or artificial) or authority(ies), causes, suits, accounts, claims, liabilities (including civil, regulatory authority(ies), causes, suits, accounts, claims, liabilities (including civil, criminal & all other statutory liabilities), penalties, demands and costs (including without limitation legal costs), awards, damages, losses, expenses, etc. whatsoever, each party may incur arising out of their respective act, neglect or default and without prejudice to the generality of the foregoing, arising out of the failure of each party or its respective employees, members, agents or representatives or any other person in any act in performing any of the obligations contained in this MOU or otherwise. This clause shall survive the expiry or termination/expiry of this MOU.

7. Commencement, renewal, and termination

This MOU shall come into force upon affixing the signatures of the representatives of both institutions and will remain in effect for Seven years. The term of this MOU may be extended as per the mutual agreement of both Institutions. If either institution wishes to terminate the MOU before the expiry of its said term, it must serve to the other institution its such intention through an advance notice not less than six (6) months before such termination.

Provided that such termination must not adversely affect the activities already initiated or ongoing unless otherwise mutually agreed upon.

8. Force Majeure:



8.1 If any party's performance of any of its obligations hereunder is delayed, prevented, restricted, or interfered with by any circumstances beyond the control of that party including but not limited to Acts of God, strikes, fire, accidents, flood, war, epidemics, pandemic and any similar situations with Government directions, then such party upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference;

8.2 Provided that the non-performing party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance hereunder whenever such causes are removed.

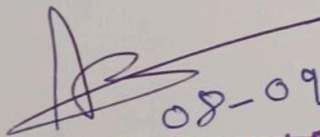
9. Future Expansion:

The provisions of this MoU are applicable between the parties as currently stated; however, if either party expands its branches, organizations, or business units, this Memorandum of Understanding will not apply to that expansion unless and until both parties agree to it in a separate agreement.

Note: This MOU has been executed in two originals, one of which has been retained by the First Party and the other by the Second Party.

First Party

Abhishek Bourai(COO)



08-09-2023

Agrozen Bio Research Pvt. Ltd.

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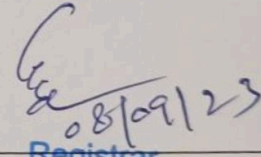
67, Ballupur, Kamla Nagar **Director**

Dehradun, Uttarakhand

248001

Second Party

Dr. Satyendra Singh (Registrar)



08/09/23

Registrar

Veer Madho Singh Bhandari
Veer Mahado Singh Bhandari UTU
Dehradun, Uttarakhand
Chakrata Road, Chandanwadi,

Sudhowala, Uttarakhand, 248007