

MEMORANDUM OF UNDERSTANDING

BETWEEN

Shoolini University of Biotechnology & Management Sciences, Bajhol, Solan Himachal Pradesh 173 229

AND

Della Natura Food and Beverages, VPO Shamshi District Kullu Himachal Pradesh 175126

This Agreement made and entered into on this 6th December of 2019 between Shoolini University of Biotechnology & Management Sciences (hereinafter called Shoolini University/ Party 1), situated at Bajhol, Solan Himachal Pradesh 173 229, a private University recognized by UGC established under Private Universities act of Himachal Pradesh and Della Natura Food and Beverages (hereinafter called " COMPANY "/Party 2) with its registered office at VPO Shamshi District Kullu Himachal Pradesh 175126.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

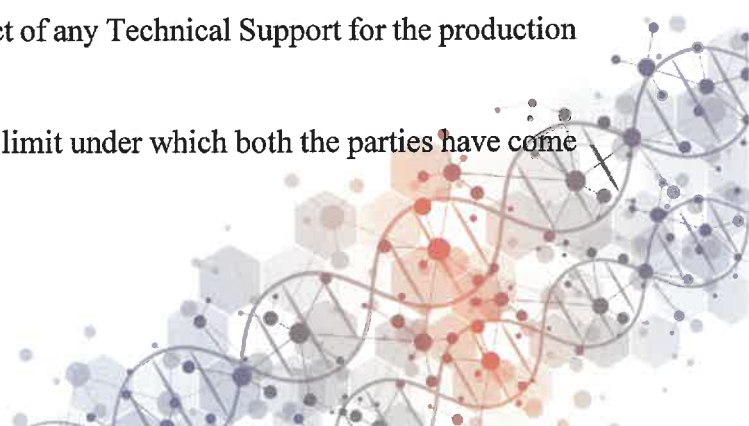
- a. To promote interaction between Party 1 and Party 2 in mutually beneficial areas.
- b. To provide technological support to Party 2 and Party 1.
- c. The services provided by Party 1 will be strictly restricted to the Plant of Party 2 situated at Village Jhiri P.O. Nagwain, Tehsil Aut, District Mandi, Himachal Pradesh 175121.

2. PROPOSED MODES OF COLLABORATION

Party 1 and Party 2 propose to collaborate through

- a. Providing every possible technical support to Party 2.
- b. Working on developing of Intellectual Property for Party 2.
- c. Providing assistance to Party 2 in respect of any Technical Support for the production of goods.

Each of the above provided points are the limit under which both the parties have come together.



3. ROLE OF BOTH PARTIES

- a. Party 2 has sought the technical support of Party 1 to establish at the registered office of Party 2.
- b. That scientists of Party 1 will visit registered plant of Party 2
 - a. Once in every two months for the first 6 months(3visits)
 - b. After that every once in three months. (2 visits)
- c. The total number of visits for the year will be Five.
- d. That Party 2 will be provided stay and food to the team of Party 1 visiting the Location.
- e. That Party 2 will acknowledge the support of Party 1 and display name of Party 1 as knowledge Partner on every hoarding that Party 2 will display.

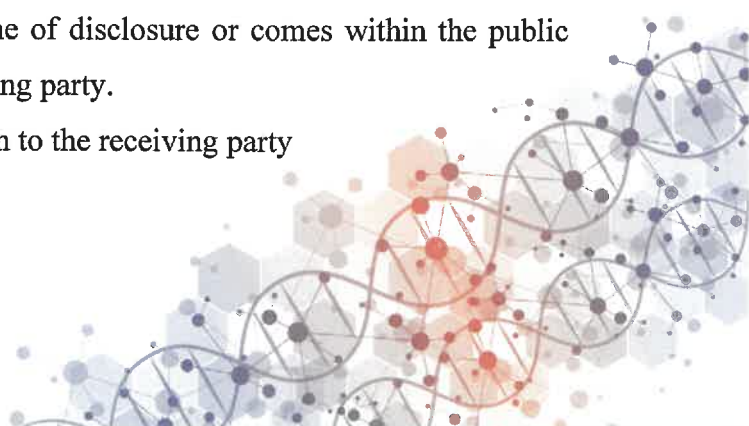
4. MODE OF PAYMENT:

That both parties have mutually agreed upon that party 2 will pay a sum of Rupees 1,50,000/- (One Lac Fifty Thousand Only) to Party 1 as consultation charges for the services to be Provided by party 1 to Party 2. The breakup of the same will be as follows:

- a. 40% (60,000/-) of the amount will be paid on the signing date of the MOU.
- b. Rest of the payment will be in three equal installments (30,000/-) in the month of March 6th 2020, June 6th 2020, and September 6th 2020.

5. CONFIDENTIALITY

- a. During and for a period of one year from the date of MOU, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party



- is received from a third party having no obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

6. NON-EXCLUSIVITY

- a. The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.
- b. That the MOU is strictly to provide technical support to Party 2. And Party 1 won't be responsible for any defect of mishap happening inside the premises of Party 2.
- c. That as Party 1 is only providing technical support to Party 2 any flaw or defect in the product in relation to the quality will be the sole responsibility of Party 2.

7. TERMS AND TERMINATION

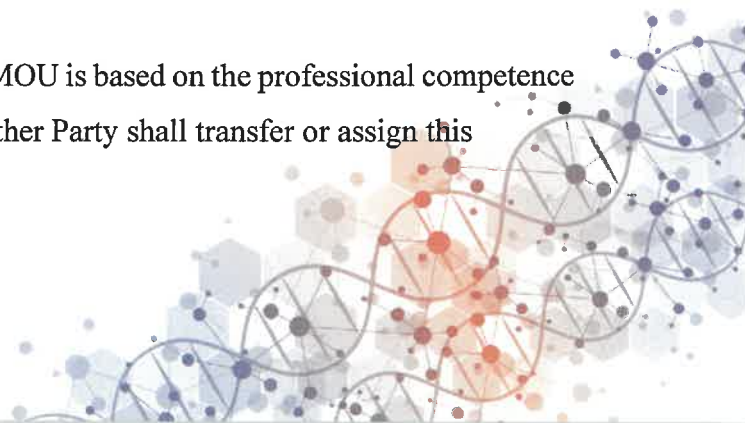
This MOU, unless extended by mutual written agreement of the parties, shall expire 1 year after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. This MOU is made in pretext of the Mutual understanding and benefits so that both the parties understand that this is just for the said purpose and nothing outside this MOU is acceptable.

9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this



Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. 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.

On behalf of



Shoolini University

By :

Name : Prof. Sunil Puri

Title : Registrar

Date : December 06, 2019

Witness :

1. Dr. Somesh Swarna (Sharma)

2. Ms. Varsha Patil

On behalf of



Della Natura Food and Beverages

By :

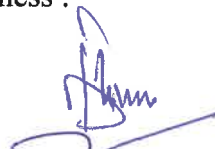
Name : Krishna Veer Singh Patro

Title : Prof.

Date : 6/12/2019

Witness :

1.



2.

