



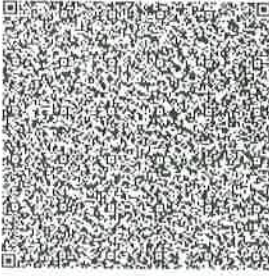
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For EMAMI LIMITED

Authorized Signature


डॉ. सोम्या स्वामिनाथन
Dr. Soumya Swaminathan
महा-निदेशक / Director (General)
भारतीय आयुर्विज्ञान अनुसंधान परिषद
Indian Council of Medical Research
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार कल्याण विभाग
Department of Health Research, Min. of Health & F.W.
बी, रामलिंगस्वामी भवन / V Ramalingaswamy Bhawan
अंसारो नगर, नई दिल्ली-110029 / Ansari Nagar, New Delhi - 110029

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on 12th day of May 2017 (12.05.2017).

This memorandum is signed between **Indian Council of Medical Research**, Government of India having its registered office at Ramalingaswami Bhawan, Ansari Nagar, New Delhi – 110029, India (“ICMR”) and **Emami Limited Kolkata** having its registered office 687 Anandapur Road, Eastern Metropolitan Bypass, Kolkata- 700107, (“Emami”) upon mutually agreed terms and conditions for developing a phytopharmaceutical product in the area of pre-diabetes.

WHEREAS ICMR has originated a Task Force project entitled “Development of A Standardized Formulation of *Trigonella Foenum-graecum* Seeds For Preventing or Delaying The Development of Type-2 Diabetes in Subjects With Pre-Diabetes”, on advise of Scientific Advisor Group meeting following a stringent and rigorous system of screening, peer review and domain expert evaluation and assessment, the conceptual proposal was then developed into a project proposal under the guidance of domain experts identified by ICMR and duly modified, wherever necessary by project Review Committee / Task Force committee of ICMR constituted for the specific purpose.

WHEREAS ICMR proposes to conduct a multi centric task force project titled “Development of A Standardized Formulation of *Trigonella Foenum-graecum* Seeds For Preventing or Delaying The Development of Type-2 Diabetes in Subjects With Pre-Diabetes” (“Product/ Project”) in an endeavor to develop a plant based product for treatment in the field of Pre Diabetes/ Diabetes under the new category of Phytopharmaceutical.

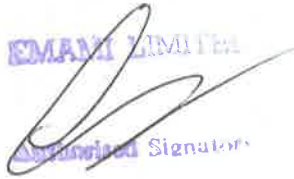
WHEREAS the Director General, ICMR has approved the project under Task Force financial support. The support will be given as grant-in-aid only to country’s public sector institutes participating in this programe:

WHEREAS Emami Limited being a reputed manufacturer and developer of ayurvedic products has a robust research development infrastructure and the required technical expertise to assist ICMR in this ambitious Project.

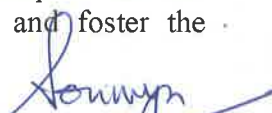
WHEREAS the Project contemplated by this Agreement will be of mutual interest and benefit to Emami and ICMR and the general public, and shall further the instructional and research objectives of ICMR in a manner consistent with its status as a non-profit research, education and healthcare institution.

AND WHEREAS pursuant to the discussions held between the Parties, it has been agreed between the Parties that Emami and ICMR shall collaborate with each other in successful completion of the Project which will further the instructional and research objective of ICMR and foster the development of scientific knowledge in the field of treatment of Diabetes.

FOR EMAMI LIMITED



Authorized Signatory



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अंसारी नगर, नई दिल्ली-110029 / Ansan Nagar, New Delhi - 110029

1. SCOPE OF THE AGREEMENT

This Agreement details (i) the modalities and the terms and conditions of the collaboration, financial arrangements and outputs of the project including intellectual property rights, (ii) responsibilities and obligations of each party (iii) role, functions and powers of Steering and Monitoring Committees pertaining to the project.

2. DURATION

This MOU shall commence on the date first written above ("Commencement Date") and shall continue to remain in effect until the completion of the Project.

The Project shall commence on **12th May 2017** and shall be completed within a period of five (5) years ("Project Term"); however this Project Term is subject to alteration as per recommendation of the PRC/ Monitoring committee.

The original agreement duly signed by Emami Limited shall remain in the custody of ICMR and a copy of the agreement duly authenticated by ICMR shall be provided to the Emami Limited.

The work undertaken by Emami Limited as outlined in Section 2 shall be completed in a time bound manner within two (2) years unless and until agreed otherwise.

The project envisaged shall be deemed to have been successfully completed, as assessed by Monitoring Committee. In case, during the tenure of the project, it is found that the project or any project component is not likely to lead to successful completion, the Task Force / Monitoring Committee may decide to foreclose the project or the project component as warranted. The decision of the Task Force / Monitoring Committee is fully binding on all the participants.

In case any additional work is to be performed by Emami Limited, the timelines shall be negotiated and agreed upon in writing by both the Parties. Such additional work performed by Emami shall be considered as an extension of activities under this MOU. In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving a written demand to cure from the non-breaching Party, the non-breaching Party may cease performance under and/or terminate this Agreement immediately upon written notice of 30 days to the breaching Party.

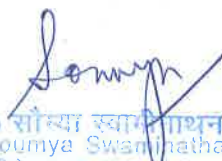
3. PERFORMANCE OF THE PROJECT

Parties shall use good faith efforts to perform the Project in accordance with the Project Plan; however, neither Party makes any warranties or representations regarding achievement of any commercially viable results.

The part of the Project to be performed by each party will be directed and supervised by the monitoring and steering committees that shall have primary responsibility for the performance of such part of the Project (Clause 5 & 6).

For EMAMI LIMITED

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अंजली नगर, नई दिल्ली-110029 / Anjan Nagar, New Delhi - 110029

The authorized representatives of Emami and ICMR shall maintain regular contact with each other, at least monthly, and shall facilitate the coordination of the Parties' activities under the Project Plan.

4. MODALITIES OF COLLABORATION

The respective responsibilities of ICMR and the Emami Limited shall be as follows:


4.1 ICMR, New Delhi:

- a. Facilitation, coordination and monitoring of the activities for smooth conduct of the project.
- b. Facilitation and ensure of the holding of Steering Committee meetings as frequently as required.
- c. Facilitation and ensure of the holding of Task Force / Monitoring Committee meetings at least once in 6 months to monitor the project.
- d. Facilitation the securing of IPR protection for pre-clinical pharmacological, toxicological and clinical studies results.
- e. Undertaking necessary steps to implement the decisions of the Task Force / Monitoring Committee including extension / curtailing / modification of outputs, milestones & targets and funding.
- f. Appraise of the progress of project to SAG of the division and DG, ICMR from time to time.
- g. Grant of the First Right of Refusal to Herbal Industry, Emami Limited, Kolkata for the final developed product/ formulation on *Trigonella foenum graecum* seeds for pre-diabetes.
- h. Design and monitoring the conduct of pre-clinical pharmacological and toxicological studies.
- i. Co-ordination with Emami Limited, Kolkata for supplying the developed formulation to the institutions undertaking the pre-clinical pharmacological and toxicological studies.
- j. Undertaking of design, monitoring, coordination, conduct and mandatory approvals required for the clinical trial.
- k. Co-ordination with Emami Limited, Kolkata for supplying the investigational product/formulation to the centers participating in the clinical trial.
- l. Provide its technical and documentary support for registration and obtaining approval of the product.

4.2 Emami Limited, Kolkata.

- a. Completion of the following product development activities (Sr No. b-r) all at their cost in a time-bound manner with not longer than 2 years or at appropriate time wherever specified for all preclinical including safety study and clinical work.
- b. Procurement of authentic raw material and undertaking of the analysis of three different batches of raw materials ensuring correct botanical identity, authenticity and quality.
- c. Preparing of different batches of extracts with rationale for selecting appropriate extract for fractionation and phytopharmaceutical formulation development.

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Department of Health Research, Min
वी. रामालिंगारवाणी भवन / V. Ramalinga
अंसारी नगर, नई दिल्ली-110029 / Ansari Na

- d. Development of fractionation procedure of the active extract to get suitable active phytopharmaceutical fraction of the active extract.
- e. Identification, isolation and characterization (producing all spectral data) for at least four phytochemical reference marker compounds and generation of sufficient quantity of these marker compounds to be made available at all stages of manufacturing process to meet regulatory GMP requirements.
- f. Development of reproducible, validated, accurate analytical techniques for phytochemical reference markers of the active fraction.
- g. Selection of appropriate excipients and undertaking of preformulation studies for development of prototype formulations.
- h. Development and providing of the three prototypes sample of phytopharmaceutical formulation for in vivo testing within a period of 6-9 months after signing of this memorandum.
- i. Undertaking formulation development of finally selected phytopharmaceutical product.
- j. Development of quality specification parameters for final developed phytopharmaceutical product/formulation to meet regulatory requirements.
- k. Undertaking the real time and accelerated stability studies (6 months) on final developed phytopharmaceutical product.
- l. Filing of application and obtaining the manufacturing license for the developed formulation.
- m. Undertaking of the scale up process for manufacturing of three different batches of standardized final approved products at GMP approved plant.
- n. Preparing and providing of the enough quantity of standardized samples of finally approved formulation from GMP approved plant as a single batch product for testing and to be used as investigational product (clinical trial supplies) in a multicentric clinical trial.
- o. Preparing and providing of the organoleptically matching placebo as part of investigational product for clinical trial supplies.
- p. Supply of the labeled and coded investigational product (clinical trial supplies) as and when required /demanded by the participating centers of the clinical trial.
- q. Preparing and submission of the technology transfer dossier to ICMR on the final approved and clinically validated formulation.
- r. Consultation and approval of the ICMR for pricing and control, if the developed product is to be marketed or made commercially available.

5. MONITORING COMMITTEE

A Task Force / Monitoring Committee comprising of seven eminent experts in the area as indicated in the Office Order (Annexure 1) in their personal capacity shall monitor the project for achieving the defined objectives in the time and costs projected. The terms of reference to the Task Force / Monitoring Committee are:

- i. To review and examine the progress of the project in conformance with the milestones, targets and objectives set as contained in the agreement;
- ii. To assess the global developments impacting the domain of the project;
- iii. Based on the foregoing to assess and recommend for:

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 Director

[Handwritten signature: Soumya]
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- (a) foreclosing or dropping or modification in the components of the project, within the overall approved objectives, budget and timeframe;
- (b) including additional institutional / industrial partners, in the overall interest of the project;
- (c) revising the funding support to any / or all implementing parties; and
- (d) extension of the project.
- iv. To advise on issues related to publications and securing of IPR individually or severally by the implementing parties; and
- v. Any other matter as referred to by DG, ICMR.

The Task Force / Monitoring Committee shall meet at least once in six months. The meetings of the Committee shall be facilitated and convened by the ICMR.

6. STEERING COMMITTEE

Steering Committee shall comprise of Principal Investigators of the project and shall meet as frequently as needed. The composition of the SC, Chairman designate and its functioning are indicated in the Office Order (Annexure 2). The progress report approved by the Chairman of the specific meeting shall be submitted to the Task Force / Monitoring Committee within 6 weeks of the meeting. The meetings of the Steering Committee shall be facilitated and convened by the ICMR.

7. GENERAL OBLIGATIONS

Each party agrees that it shall perform the Project work:-

- i) in accordance with the applicable laws and regulations.
- ii) in accordance with the guidelines issued by ICMR from time to time in writing
- iii) with all reasonable skill and care and in accordance with the highest professional standards

Emami has the required expertise and technical knowhow will be beneficial to the development of the Product. Thus Emami will utilize its own resources, infrastructure, technical knowhow and subject matter expertise to develop the Product formulation.

8. FINANCIAL ARRANGEMENT

The total estimated cost of the project is **INR 393.62 lakhs**. The ICMR will provide **INR 360.87 lakhs** as financial support to the participating institutes of public sector as grant-in-aid. The estimated product development cost of **INR 32.75 lakhs** would be borne by Emami Limited, Kolkata.

9. OWNERSHIP

The entire right, title and interest in and with respect to the developed Product Formulation related to this Project shall be considered to be the property of ICMR.

For EMAMI LIMTEL.

 Authorized Signatory



When the Product formulation is found to be efficacious and ready for commercial use, ICMR agrees to give Emami Limited an exclusive, perpetual, transferable, sub licensable license to use and market the Product. ICMR shall ensure that appropriate and necessary agreements and documents are obtained from their employee/ students/ collaborators/ agents/ centers in order to grant such rights of usage.

Emami Limited shall have the first right of refusal to use the Product commercially as per the terms stated in Section 10.

In the event of Emami's written refusal to use the Product formulation, ICMR shall have the full right in any jurisdiction to grant licenses under its interest for the Product Formulation to any third party subject to the condition stated in Section 10.

10. INTELLECTUAL PROPERTY

Intellectual Property Rights means statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyright, confidential information and all other rights with respect to intellectual property as defined in the applicable laws.

All technology, know-how and Confidential Information and all Intellectual Property Rights belonging to or under the control of a Party as at the Commencement Date which are required for the conduct of the Project shall be that Party's "Background Intellectual Property" which shall remain vested solely in that Party and nothing in this Agreement shall be deemed to give the other Party any rights to use or commercialise the same except as expressly provided by this Agreement.

It is the responsibility of the individual parties to project the possibilities of protecting any intellectual property rights that may result from the project. The question of whether or not IPRs should be secured and the territory where the IPRs are to be secured shall be decided by the Monitoring Committee. ICMR and Emami Limited together will get Product Patent for the developed product.

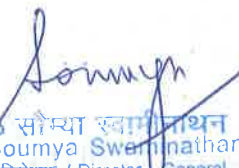
The other participating public domain institutes shall have no right on Product Patent and intellectual property, generated in the project. Any disputes in regard to the actual contribution of the ICMR and Emami Limited shall be resolved by the Steering Committee failing which the Task Force / Monitoring Committee and the decision of the Task Force / Monitoring Committee shall be binding on all the parties.

Emami Limited shall have the first right of refusal to avail / exploit / utilize Product Formulation and /or any IPR / knowledge / technology / product developed in the Project. Emami shall inform to ICMR in writing about its willingness to exploit the intellectual property / knowledge / technology / product commercially or for further development within six months time frame from the day Emami Limited is made aware of such Intellectual Property Right generated in the Project. In such an event, such Intellectual Property Right shall be exclusively licensed to Emami for further commercial exploitation and in lieu of grant of such perpetual exclusive license by ICMR, Emami Limited shall pay 5% royalty to ICMR on the yearly sale proceeds.

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In the event, Emami Limited does not inform to ICMR its willingness within the stipulated time frame and /or does not take effective steps to exploit or is not willing to exploit the Product Formulation and /or the generated IPR within 12 months from the date of closure of the Project, ICMR may endeavor to offer the Product Formulation and/or the generated IPR to any other entity. Notwithstanding the above (Emami's written refusal to use the Product formulation), ICMR shall have the full right in any jurisdiction to grant licenses under its interest for the Product Formulation to any third party, however upon granting of such license or transfer in any manner thereof, Emami Limited shall be entitled to 30 % commission revenue obtained by ICMR as royalty from the issue of Product formulation license to such third party.

11. PATENT FILING

In the event of the Project resulting in a patentable invention, the parties shall be the joint owners of such patentable invention. Unless otherwise agreed between the Parties, the Parties shall be jointly responsible for the registration and renewal of patent applications. All costs arising from the registration and renewal of patent applications in accordance with this Clause shall be borne by Parties equally.

Each Party agrees that it will give to the other Party all information and assistance in its power to facilitate any patent application made in any country in relation to Project Intellectual Property and that it will sign, execute and deliver any documents, forms and papers required to be produced or obtained in connection with any such application.

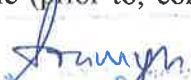
The Parties must promptly notify each other of any claim or allegation that the exercise of any rights granted under this Agreement or the use of intellectual Property for the Project or Background Intellectual Property constitutes an infringement of Intellectual Property rights of any third Party, or of which they become aware.

12. CONFIDENTIALITY

Confidential Information herein after referred to as "**Information**" with respect to the Product/ Project shall mean any information and data disclosed by the Disclosing party to the Receiving Party or any of its representatives or agents concerning, but not limited to any information, technical data, whether past, current or planned, product plans, products, services, existing or potential customers, customer lists, customer requirements, product licenses, manufacturing, business strategies and implementation plans, product development and manufacturing operations, inventions, market data, marketing concept and models and strategic plan documents, investment proposals, agreements, name and composition of raw materials, regardless of whether the information is provided through any medium such as written, oral, audio tapes, video tapes, computer disc, machines, prototypes, specification, articles of manufacture, graphics, recipes, drawings, human or machine readable document hardware, computer software and programs (including object code and source code), database technologies, inventions, processes, drawings, designs, engineering, marketing and sales forecasts, projections and all other business and financial information, and all tangible and intangible embodiments thereof of any kind whatsoever that relates directly or indirectly to the Product, whether conveyed at any time (prior to, concurrently

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with or subsequent to the execution of this Agreement) in writing, orally or by any other medium by the Disclosing Party to the Receiving party;”.

Both parties will not disclose Information to any third person (other than on a need-to-know basis to their employee(s) and consultant(s) provided they are bound by equivalent confidentiality and use obligations) at least as restrictive as those contained herein. Parties shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Information.

Parties will use the Information solely for the Purpose mentioned herein. Parties agree to use all reasonable efforts to safeguard the information against unauthorized disclosure to and use by others. Such efforts will be no less than those the Receiving Party uses to protect its own valuable confidential and proprietary information.

Except for one copy of written information which may be retained for record verification purposes only, the receiving party will promptly return to us and/or destroy all information and all copies, facsimiles and reproductions thereof at the earlier of the following events: (i) upon our request, (ii) upon termination of this agreement, or (iii) upon completion of the Purpose.

This agreement regarding confidentiality and use obligations shall remain in effect during and after termination of this agreement for a period of 5 years from the date of acceptance , except that the restrictions shall continue to be in effect thereafter to the extent use of the Information would infringe any claim of the Disclosing Party’s proprietary information.

The Receiving Party shall not be prevented from using or disclosing information that can be substantiated by written records that it (i) was known to the Receiving Party prior to the disclosure, (ii) is or becomes generally known and available to the public through no acts or omissions of the Receiving Party, (iii) is lawfully obtained by the Receiving Party from sources other than the Disclosing Party who were entitled to disclose such information to you without obligation of confidentiality, or (iv) is independently developed by the Receiving Party’s employees who have no knowledge of or access to the Information.

13. PUBLICATIONS

Neither party shall publish or use for its publicity any report, data, results or any information thereof related to the Project in any medium without a written consent of the other.


14. SURVIVAL

The following provisions, as well as any rights, obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

Clause 11 of this Agreement as also the Agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the Agreement.

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15. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action to be taken to mitigate the effects there of or to be adopted in the circumstances.

16. WARRANTY DISCLAIMER.

NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION: RESULTS; THE PERFORMANCE, CONDITION, ORIGINALITY OR ACCURACY OF THE RESEARCH OR MATERIALS; THE AVAILABILITY OF LEGAL PROTECTION FOR INVENTIONS OR ANY OTHER WORK PRODUCT OF THE RESEARCH; OR THE VALIDITY OR ENFORCEABILITY OF ANY PATENT RIGHTS. ALL MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS," AND] NEITHER PARTY MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESULTS OR MATERIALS PROVIDED HEREUNDER, OR THAT THE USE OF THE RESULTS OR MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

17. RESPONSIBILITIES AND INDEMNIFICATION

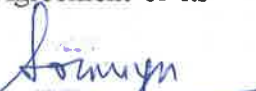
Each Party shall be responsible for its own acts in the performance of the Project, its use of Results, and its use, storage and disposal of any materials. Notwithstanding the foregoing, each party shall indemnify, defend and hold harmless the other and its current and former directors, governing board members, trustees, officers, medical and professional staff, and agents and their respective successors, heirs and assigns from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) based upon, arising out of, or otherwise relating to its use of Product or materials or related information , including without limitation any cause of action relating to product liability, except to the extent that such damage and or loss is caused by gross negligence or willful misconduct of the other party.

18. LIMITATION OF LIABILITY

Except with respect to indemnification obligation under Clause 16, neither Party will be liable to the other with respect to any subject matter of this MOU under any contract, negligence, strict liability or other legal or equitable theory for (a) any indirect, incidental, consequential or punitive damages or lost profits or (b) cost of procurement of substitute goods, technology or services. Each party's aggregate liability for all damages of any kind arising out of or relating to this Agreement or its subject matter shall not exceed the amounts invested by it under this Agreement.

for EMAMBI LIMITED

Authorized Signatory


डॉ० सौम्या स्वामीनाथन
Dr. Soumya Swaminathan
महा-निदेशक / Director - General
भारतीय आयुर्विज्ञान अनुसंधान परिषद
Indian Council of Medical Research
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार कल्याण
Department of Health Research, Min. of Health &
बी. रामलिंगस्वामी भवन / V. Ramalingaswamy Bldg
अंसरी नगर, नई दिल्ली-110029 / Ansoni Nagar, New Delhi

19. NOTICES & JURISDICTION

All notices and other communications required to be served on the party under the terms of this agreement shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the party at its last known address of business. Similarly, any notice to be given to ICMR shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the ICMR at its registered address in New Delhi.

The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this agreement including any matter arising out of the arbitration proceedings or any award made therein.

20. ARBITRATION

Except as herein before provided, any dispute or difference arises relating to the interpretation of this agreement or duties or liabilities of the parties or on matters of any kind whatsoever arising out of or in connection with this agreement whether during the continuance of this agreement or after its completion and whether before or after the determination or breach of contract between one or more party, it shall be referred to Sole Arbitration of a person as decided jointly by the parties. The award of such arbitrator shall be final and binding on both the parties. The proceedings of Arbitration shall be in English. The venue of arbitration shall be New Delhi or at such a place decided/fixed by such arbitrator. The award of the Arbitrator shall be binding on the parties and the arbitration proceedings shall take place under the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The cost of the arbitration proceedings shall be equally shared between the parties.

21. SEVERABILITY

If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

22. NO ASSIGNMENT

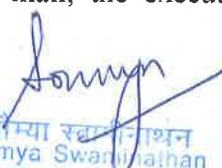
This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto; provided, however that neither Party may assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other.

23. COUNTERPARTS

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Agreement must be delivered in a .pdf format.

For EMAMA LIMITED

Authorised Signatory


डॉ० सोम्या स्वामिनीथन
Dr. Soumya Swaminathan
महा-निदेशक / Director General
भारतीय आर्युर्विज्ञान अनुसंधान परिषद
Indian Council of Medical Research
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार कल्याण मंत्रालय
Department of Health Research, Min. of Health & FW
सी. रामालिंगास्वामी भवन / V. Ramalingaswamy Bhawan
अंसारी नगर, नई दिल्ली-110029 / Ansari Nagar, New Delhi - 110029

24. NON COMPETITION

The parties agree not to compete with the other party by using the other party's intellectual property and / or confidential information, whether the agreement exists or not.

25. NO JOINT VENTURE

Nothing contained in this agreement will be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

26. ENTIRE AGREEMENT

This Agreement is the sole agreement with respect to the subject matter hereof and supersedes all other agreements and understandings between the Parties with respect to the same.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

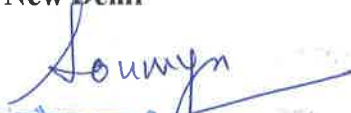
SEAL of the parties

In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned herein before.

Parties

For & on behalf of ICMR, New Delhi

Signature
Name
Designation
SEAL


डॉ० सौम्या स्वामीनाथन
Dr. Soumya Swaminathan
महा-निदेशक / Director - General
भारतीय आयुर्विज्ञान अनुसंधान परिषद
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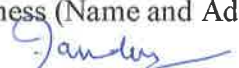
For & on behalf of Emami Limited, Kolkata


Signature
Name
Designation
SEAL

For EMAMI LIMTEL

Authorised Signator

Witness (Name and Address)

1. 
DR NEERAJ TANDON
2. P-6 II FLOOR MALVIYA NAGAR
NEW DELHI - 110017 11


Dr Satyapal Singh Yadav
Type D/74, Arims Alak
Masjid Moha, South Exit-2
N. Delhi-49