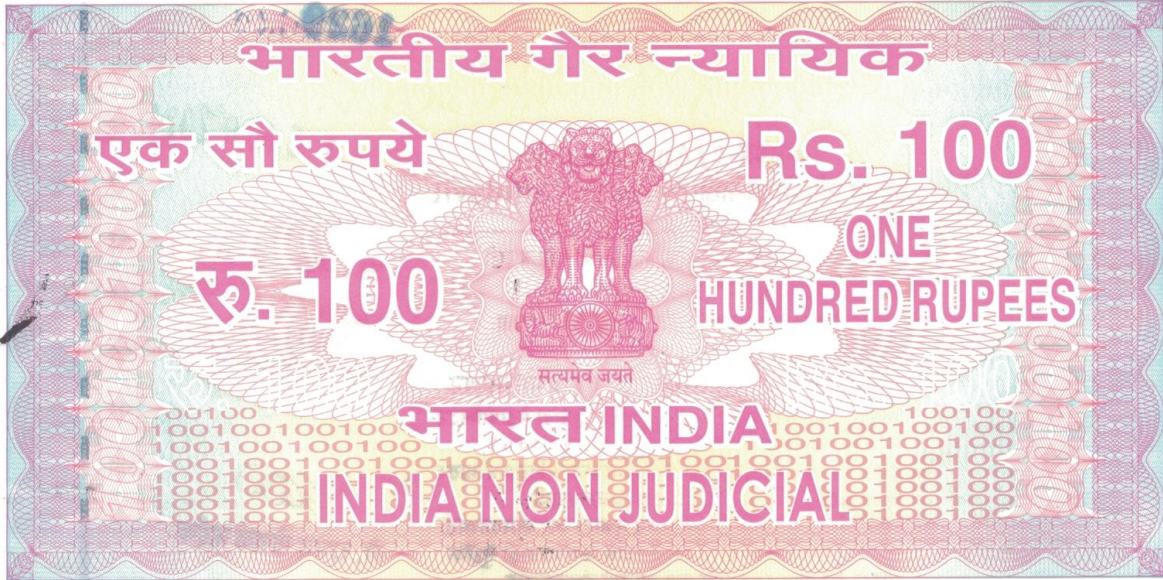




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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६
12 MAR 2024
सक्षम अधिकारी

श्रीम. सुषमा कदाम

CORPORATE SOCIAL RESPONSIBILITY

MOU/Agreement

This Corporate Social Responsibility MOU/Agreement ("MoU" OR "Agreement") is made on 27/03/2024 at Bengaluru, by and between:

Eurofins Analytical Services India Private Limited (the "First Party" or "Eurofins"), a company incorporated under the Companies Act, bearing CIN U73100KA2009PTC049992 and having its registered office at No. 540/1, Doddanekundi Industrial Area 2, Graphite India Road, Hoodi, Whitefield, Bengaluru – 560048, represented by its Managing Director, Pankaj Jaiminy of the First Part.

AND

Department of Chemistry, An autonomous department of the University of Mumbai

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recognized by the University Grants Commission (UGC), Delhi, Government of India, and having PAN No. AAATU1070A, office address at Lokmanya Tilak Bhavan, University of Mumbai, Vidyanagari, Kalina, Santacruz East, Mumbai, Maharashtra - 400098, Phone: 022 2652 6119, hereinafter referred to as "**Second Party**", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the Second Part;

The First Party and the Second Party shall hereinafter individually be referred to as a "**Party**" and collectively as the "**Parties**".

- A. **Whereas** pursuant to Section 135 of the Companies Act, 2013 ("**Act**") read with the Companies (Corporate Social Responsibility Policy) Rules, 2014 ("**Rules**") each company which falls under any of the specified criteria is required to adopt a corporate social responsibility policy ("**CSR Policy**") and shall endeavour to spend a minimum of 2% (two percent) of its average net profits during 3 (three) immediately preceding financial years on CSR activities as prescribed in Schedule VII to the Act, as amended from time to time ("**CSR Activities**").
- B. **Whereas** the First Party has formed a CSR committee in terms of Section 135 of the Act, ("**CSR Committee**") *inter alia*, to recommend and undertake such CSR Activities as approved by the Board of Directors of Eurofins.
- C. **Whereas** pursuant to the recommendation of the CSR Committee, the First Party has adopted the Policy on Corporate Social Responsibility ("**CSR Policy**"); the CSR Policy is in line with the CSR objectives set under Schedule VII of the Companies Act, 2013.
- D. **Whereas** the Second Party is an educational institution offering several educational courses such as PhD in Chemistry, Master degree in Physical Chemistry, Inorganic Chemistry, Organic Chemistry, Analytical Chemistry and Industrial Polymer Chemistry, with a combined strength of 55+100+100 students and 14 teaching faculties.
- E. **Whereas** the First Party, has agreed to provide Polymer Chemistry Laboratory Infrastructure Renovation (Room No. 107) at the University premises (individually or collectively referred to as "**Items**") that is to be used by the Ph.D. and M.Sc. Chemistry students of the Second Party for implementing, executing, conducting, coordinating and carrying out CSR Activities subject to compliance with the terms and conditions of this Agreement and as per the details specified in Schedule I here to.
- F. **Whereas** it is agreed between the Parties that pursuant to this Agreement, any one or more existing or future Group Companies (as defined below) of the First Party may take help of the Second Party for developing, implementing, executing, conducting, coordinating and carrying out CSR Activities and complying with in the terms and conditions stipulated in this Agreement.

NOW THEREFORE, GOOD AND SUFFICIENT CONSIDERATION, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1

1. DEFINITIONS & INTERPRETATION

In this Agreement, unless the context otherwise requires:

- 1.1. "**Applicable Laws**" shall mean only Indian Laws including, statute, ordinance, rule, regulations, policies and other judicial decision or orders (having the force of law), whether Central, State or local or other authority in force in the republic of India and as amended from time to time;

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[Signature]

Analytical Services India Pvt. Ltd.
Mumbai
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1.2. "**Effective Date**" shall mean the date of commencement of arrangement between the First and Second Party under this Agreement, as specified below;

1.3. "**Term**" shall mean the duration of this Agreement as specified in clause 2.1, unless terminated earlier in accordance with this Agreement;

1.4. the recitals hereinabove written shall be treated as, and shall form part of the operative portion of this Agreement;

1.5. a reference to a clause or schedule is, unless indicated to the contrary, a reference to a clause or Schedule, as the case may be, of this Agreement;

1.6. the Schedules to this Agreement shall form an integral part of this Agreement and shall be read along with this Agreement;

1.7. the headings in this Agreement are for ease of reference only and do not affect its interpretation;

1.8. any word denoting the singular shall include the plural and vice versa;

1.9. words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;

1.10. references to dates and times shall be construed to be references to dates and time in India, unless the context expressly or by necessary implication otherwise requires;

1.11. any phrase using the terms "including", "include", "in particular", "for example", "such as", "etc." or any similar expression shall be construed as illustrative and not as exhaustive;

1.12. certain capitalized terms are defined in this Agreement and its Schedules and whenever such terms are used in this Agreement or its Schedules, they shall have their respective defined meanings, unless the context expressly or by necessary implication requires otherwise;

1.13. any reference to the Second Party shall also be treated as a reference to the managing committee, governing body, trustees, board members, promoters, directors, staff, personnel etc. (as the case may be) of the Second Party, unless the context expressly or by necessary implication requires otherwise.

2. COMMENCEMENT, VALIDITY AND RENEWAL

2.1. This Agreement shall commence on 27/03/2024 ("**Effective Date**") and shall remain valid for minimum **1 year** or Till the next renovation or till the funding continues whichever is the earliest.

2

2.2. This Agreement shall stand expired by the efflux of time on the last day of the Term, unless renewed in writing by the authorized representatives of the Parties.

2.3. The Agreement may be terminated before a period **One Year** at the will of the First Party, within information to the Second Party.

3. REPRESENTATIONS AND WARRANTIES

The Second Party represents and warrants that:

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3.1.It is an established autonomous department of University of Mumbai (Public State University) recognized by UGC, Delhi duly constituted with the necessary registrations, certificates, permissions, sanctions, licenses, approvals, renewals etc. in accordance with all Applicable Laws, for developing, implementing, executing, conducting, coordinating, and carrying out CSR Activities.

3.2.It has the necessary experience, expertise and established track record in the CSR area and is capable of associating with the First Party for undertaking CSR obligation relating to CSR activities in compliance with the provisions of the Act, as amended from time to time.

3.3.It possesses the ability to perform its obligations and responsibilities under this Agreement in accordance with the terms and conditions contained herein.

4. OBLIGATIONS OF THE PARTIES

4.1.Project: The First Party shall develop, implement, execute, conduct, coordinate and carry out, from time to time, one or more project(s) listed in Schedule I ("**Project**") as CSR Activities in accordance with this Agreement.

4.2.Project Implementation Plan: The Project shall be implemented by the First Party as per the Project Implementation Plan specified in Schedule II ("**Project Implementation Plan**") in accordance with this Agreement from time to time.

The First Party shall be responsible for the following actions for implementation of the project, including but not limited to:

(a) Access to the Premises:

The Second Party undertakes to facilitate the CSR project by granting necessary access to the designated premises. This shall also include access to agents and authorized personnel of the First Party.

4.3.Funding: First Party and its affiliates (as the case may be), shall under the CSR Policy, will spend the CSR funding on its own and take help of the Second Party only for developing, implementing, executing, conducting, coordinating and carrying the Project in accordance with this Agreement and the instructions and directions issued by First Party (or any of its Group Company referred to in Schedule I) from time to time.

4.4.The Second Party undertakes to work only on the instructions given by the First Party and shall be fully responsible for any other cost or expense incurred in connection with its performance of its obligations under this Agreement. Any claim for reimbursement by the Second Party shall be accompanied with all underlying and supporting documents to the satisfaction of the First Party. The First Party shall reimburse the amounts claimed by the Second Party only to the extent the same deem necessary for the project.

4.5.The Second Party shall not work for the benefit of any particular religious community or caste.

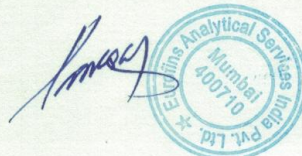
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5. DUE DILIGENCE

5.1.Prior to the execution of this Agreement or Schedule I hereto, the Second Party shall submit copies of the documents and/or information specified in Schedule III.

5.2.Prior to the execution of this Agreement, the Second Party shall submit any such other documents and/or information as may be requested by First Party (or any of its Group Company executing Schedule I).

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5.3. In the event of any subsequent modification, amendment, addition, deletion etc. in the documents and/or information provided by the Second Party prior to the execution of this Agreement, the Second Party shall immediately inform in writing to the First Party (or any of its Group Company executing Schedule I) about such subsequent modification, amendment, addition, deletion etc. along with a valid supporting document as an evidence to such modification, addition or deletion to the original document/information provided.

5.4. The Second Party shall be in compliance with, but not limited to, any registration, exemption, certificate, permission, sanction, license, approval, renewal etc. obtained by the Second Party being subject to local regulations.

6. REPORTING

The Second Party shall prepare annual reports in such form and manner as may be required by First Party which will be as per CSR Rules. The report shall contain a description of the activities undertaken, a review of progress and the results achieved in the year being reported. The Second Party shall be responsible for obtaining a utilization certificate along with pictures evidencing usage by the student within 15 days of completion of project/different phases of project and hand them over to the First Party.

7. STAFF AND PERSONNEL

7.1. The First Party shall only engage qualified and skilled staff, personnel, employees, agents and any persons, associations, institutions etc. The First Party shall be fully responsible for any payments.

7.2. The Second Party shall be responsible for all acts and omissions of its staff, personnel, employees, agents and any persons, associations, institutions etc. engaged by the Second Party whether or not in the course of implementing the Project.

7.3. This Agreement shall not be construed as creating a relationship of employer and employee between the First Party and any staff, personnel, employees, agents and any persons, associations, institutions etc. engaged by the Second Party whether or not in the course of implementing the Project.

8. CONFLICT OF INTEREST

The Second Party shall notify the First Party immediately of any conflict of interest which might occur which could affect the CSR Activities which are being done by the Second Party under this Agreement.

9. INDEMNITY

Neither Party shall indemnify the other Party for any damages, injury or losses. Each Party shall bare its own costs, damages and losses.

10. REMEDIES

10.1. Notwithstanding anything else contained in this Agreement if the Second Party fails to comply with the terms and conditions of this Agreement, then First Party (or its Group Companies, as the case may be) shall be entitled to terminate this Agreement and/or to avail all such legal remedies as may be available to First Party (or its Group Companies) under Applicable Law.

10.2. Nothing in this Agreement shall be construed to preclude either Party from seeking provisional remedies, including, but not limited to temporary restraining orders and preliminary injunctions, from any court of competent jurisdiction.

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11. TERMINATION

- 11.1. Both the First Party and the Second Party shall be entitled to terminate this Agreement at any time during the Term without cause by giving 30 (thirty) days written notice to the other. However, if the Second Party terminates the Agreement, the Second Party would still be bound to complete its obligations for all of the CSR Activities undertaken by it under this Agreement and Second Party will complete all the identified or ongoing project activities and finalize and spend the funds allocated to it under this Agreement by the First Party.
- 11.2. Notwithstanding anything contained hereinabove and without prejudice to the rights and remedies otherwise available under this Agreement or in law, the First Party shall be entitled to terminate this Agreement with immediate effect on the occurrence of any of the following events of default:
- 11.2.1 if the Second Party fails to observe or perform any of its obligations under this Agreement, and in the case of a failure capable of being remedied, the Second Party fails to remedy the same to the satisfaction of the First Party within 7 (seven) days after the First Party notifies the Second Party of such failure.
- 11.2.2 if the Second Party fails to maintain all accounting records and documents in accordance with this Agreement
- 11.2.3 If the Second Party breaches terms and conditions relating to confidentiality, confidential information or intellectual property rights.
- 11.2.4 If the Second Party fails to obtain/renew necessary statutory licenses as may be required under applicable laws.

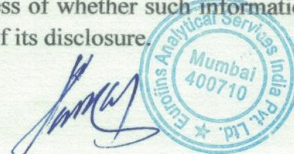
12. CONFIDENTIALITY

The existence, nature, terms and conditions of this Agreement shall not be disclosed by the Second party in any manner or form, directly or indirectly, to any person or entity under any circumstances without the prior written consent of First Party, except in accordance or in compliance with any Government Acts. Any press releases in respect of the CSR Activities, Funding or this Agreement shall only be made with prior written consent of the First Party.

13. CONFIDENTIAL INFORMATION

- 13.1. The Second Party shall not disclose any Confidential Information related to this agreement to any other third party except:
- 13.1.1 with the consent of First Party and for the purpose of or in connection with the performance of its obligations under this Agreement; or
- 13.1.2 as required by Applicable Laws; or
- 13.1.3 Where such Confidential Information can be demonstrated to have been in the public domain at the time of the disclosure, without any breach of this Agreement.
- 13.2. "Confidential Information" shall mean any technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

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14. INTELLECTUAL PROPERTY

14.1. All Intellectual Property provided by the First Party to the Second Party shall remain the exclusive property of First. The Second Party shall only use such intellectual property in the course of and in connection with the carrying out of its obligations under this Agreement for the purposes of this Agreement with the prior written permission of First Party (and/or it's Group Companies, as the case may be).

14.2. "Intellectual Property" means and includes names, trademarks, trade names, trade dress, service marks, insignias, designs, works of authorship, inventions, whether patentable or not, trade secret or confidential information, and any other intellectual and/or industrial property in all goods, services and material including all documents, reports, charts, drawings, databases, products, software, source codes, models, samples, systems, slides, tapes, graphs, notes, specifications, processes, tools and methodologies.

Any intellectual property generated including inventions made in performance of the Project under this MoU, or any patent granted on such invention, shall be owned by the Second Party.

14.3. The Second Party shall be free to publish the articles / research arising from the skill development programmes in any Journals / Conferences / other modes of publication. There should however be an acknowledgement of the support received from the First Party as applicable.

15. FORCE MAJEURE

15.1. "Force Majeure Event" means any unforeseeable acts of God or nature, actions of any governmental authority, terrorism, war, sabotage, explosion, epidemic, pandemic or any other such catastrophe beyond the control of the affected Party which prevents its performance of any material obligation under this Agreement.

15.2. If the performance of the Agreement by either Party is delayed, hindered or prevented or is otherwise frustrated by reason of a Force Majeure Event, then the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of such notification, the First party shall in its sole discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 (six) months.

15.3. If at the expiry of such period of suspension, the reasons for the suspension still remain, the First Party and the Second Party shall treat the Agreement as terminated.

16. NOTICES

16.1. Unless otherwise agreed in writing⁶(including by way of electronic mail) between the Parties, all notices and/or written communications required to be sent by a Party to the other Party in terms of and under this Agreement shall be in writing, in English language only and shall be deemed to have been duly given:

16.1.1 when delivered, if delivered by either a messenger, courier or nationally recognized overnight courier service during the normal business hours of the recipient Party; or

16.1.2 on the fifth day following posting if posted by registered mail; or

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[Signature]



16.1.3 When sent by electronic mail during normal business hours of the recipient Party.

16.2. The said notices and/or written communications shall be sent at the addresses provided by the Parties in Schedule I.

16.3. In case of any change in the address provided by the Second Party in Schedule I, the Second Party shall, within a period of 7 (seven) days of change, send a written notice to
The First Party with a specific reference to this clause informing the nature of such change and such changed address(es) as the case may be.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior negotiations, discussions and understanding between the Parties concerning such subject matter, whether written or oral.

18. AMENDMENT

No amendment, modification, alteration or enlargement of this Agreement or its Schedules shall be valid or binding unless it is in writing and signed by the duly authorized representatives of the Parties.

19. SEVERABILITY

If any court of competent jurisdiction or other competent authority holds that any provision of this Agreement is invalid or unenforceable for any reason then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired, and all remaining terms of this Agreement shall remain in full force and effect.

20. WAIVER

The failure of either Party to enforce at any time, or for any period of time, the terms and conditions contained herein shall not be construed to be waiver of any of the terms and conditions or of the right to enforce each and every term and condition of this Agreement.

21. RELATIONSHIP

The relationship between the First Party and the Second Party is on a principal-to-principal basis. Nothing contained in this Agreement shall be construed as having an effect of constituting a relationship of employer and employee or principal and agent between first party and the Second Party.

7

22. ASSIGNMENT

22.1. The Second Party shall not assign this Agreement or any of its rights or obligations under this Agreement without obtaining the prior written consent of first party.

22.2. Where any assignment of any of the Second Party's rights or obligations under this Agreement has been permitted by first party, the Second Party shall remain responsible for the acts and omissions of any assignee under any such assignment.

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[Signature]



22.3. Any purported assignment by the Second Party that is not in accordance with this clause shall be null and void.

22.4. All the provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement, their successors and permitted assigns.

23. SURVIVAL

Any provision of this Agreement which creates any rights or imposes any obligation after the expiry or earlier termination of this Agreement shall survive the expiry or earlier termination of this Agreement.

24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1. This Agreement shall be governed exclusively by and shall be construed and enforced in accordance with the laws of India.

24.2. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to amicably resolve the same.

24.3. Courts at Bengaluru shall have exclusive jurisdiction over any dispute or controversy arising out of or relating to this Agreement which is not resolved amicably as stated under 24.2.

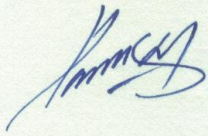
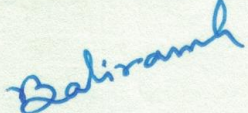
25. WARRANTIES AND REPRESENTATIONS

The Parties agree and acknowledge that each Party has necessary authorization to enter in this Agreement and that the Parties fully understand, agree and accept all of the terms and conditions herein.

26. ORIGINAL AGREEMENT

This Agreement shall be executed in two original copies and both Parties shall retain one copy each of the same.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE HANDS OF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN:

For and on behalf of:	For and on behalf of:
Eurofins Analytical Services India Private Ltd	Department of Chemistry, University of Mumbai
 	
Name: Dr. Pankaj Jaiminy	Name: Dr. B. N. Gaikwad
Title: Managing Director	Title: Registrar, University of Mumbai

Schedule – I

(Refer Clause 4)

1.	Effective Date of the Project	27/03/2024
2.	Term of the Project	One Year
3.	Addresses& other ContactDetails	Department of Chemistry, University of Mumbai, Lokmanya Tilak Bhavan, Vidyanagari, Kalina, Santacruz East, Mumbai, Maharashtra 400098, Phone: 022 2652 6119
4.	CSR Activities	Renovation of Polymer Chemistry Laboratory (Room No. 107)
5.	Project Description	Laboratory Infrastructure and Upgradation of Instruments.
6.	Geographic Area	Vidyanagari, Santacruz, Mumbai
7.	Project Objectives	Providing better and more advanced infrastructure and facilities to research students of Chemistry Department.

Schedule II

1.	Project Implementation Plan	1) Designing Renovation Plan - Laboratory Space 2) Drainage and piping as per new design 3) Lab Flooring 4) Installation of Furniture and Fixtures (Synthesis tables, chemical storage cabinets, stationary storage cabinets etc) 5) Installation of two Fume Hoods and other Fixed Assemblies (Water pipeline with wash basin, Nitrogen assembly, Vacuum pump no-2, distillation assembly, UV cabinet etc) 6) Installation of Movable Instruments (Fridge No-2, Computer system No.-3, Printer No-2, cupboard no-2, writing tables with chairs) 7) Painting and electric connections
2.	Performance Indicators	Laboratory should be functional / operational in max. 2 months from the date of commencement of renovation work.

Schedule III

Documents required to be submitted prior to execution of the Agreement:

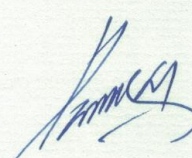
1. Permanent Account Number ("PAN")
2. IT Registration Documents (Last FY)
3. ID proofs of the authorized representatives acting on behalf of Second Party
4. Post execution and on receipt of amounts from the First Party, the Second Party shall share copies of invoices to the First Party.
5. The Second Party shall share receipts of acknowledgement for any amount paid by the First Party under this Agreement. Such acknowledgements shall be shared within 7 days from having received the payment."
6. The First Party will provide internship opportunity for M.Sc. Chemistry students of Second Party at their organization/company.

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[Signature]



IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE HANDS
OF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THE DAY
MONTH AND YEAR FIRST ABOVE WRITTEN:

For and on behalf of:	For and on behalf of:
Eurofins Analytical Services India Private Ltd	Department of Chemistry, University of Mumbai
	
Name: Dr. Pankaj Jain	Name: Dr. B. N. Gaikwad
Title: Managing Director	Title: Registrar, University of Mumbai



Registrar
University of Mumbai
Fort, Mumbai-400 032.




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