

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, entered into this 09th day of October 2025, by and between **SCIQUAINT INNOVATIONS (OPC) PRIVATE LIMITED, PUNE**, and **BIOCYTE INSTITUTE OF RESEARCH AND DEVELOPMENT, (B I R D), SANGLI**.

WITNESSETH THAT:

WHEREAS, SCIQUAINT is a contract research organization specializing in pharmaceutical research services, academic consulting, analytical support, and computational chemistry tools through its sister company Geinforce Technology Private Limited;

WHEREAS, BiRD is a research institute established in 2015, providing research and development services with well-equipped laboratories for academic, basic science students, medical professionals, and SMEs;

WHEREAS, both parties desire to establish a mutually beneficial collaboration for exchange of research services and expertise;

NOW THEREFORE, it is mutually agreed as follows:

I. SCOPE OF COLLABORATION

This Agreement facilitates the exchange of research services between the parties, including but not limited to:

A. Services from BiRD to SCIQUAINT:

1. ***In Vivo* Studies:** Animal studies including pharmacological, toxicological, and efficacy studies
2. ***In Vitro* Studies:** Cell-based assays, tissue culture studies, and biochemical evaluations
3. **Biological Testing Services:** As per mutual requirements
4. **Access to Laboratory Facilities:** For specific research projects upon mutual agreement

B. Services from SCIQUAINT (including Geinforce Technology) to BiRD:

1. Computational Chemistry Services:

- o Molecular analysis using ForceADME
- o Molecular docking using GeinDock Suite
- o Biological activity prediction using GeinBioPredictor



- Molecular modeling using GeinMol
 - Toxicity prediction using GeinTox
 - Formulation optimization using FormulationAI
2. **Analytical Services:** Pharmaceutical analysis and quality control support
 3. **Academic Consulting:** Research methodology, data analysis, and scientific writing support
 4. **Training Programs:** Workshops and training on computational tools and research methodologies

C. Collaborative Activities:

1. Joint research projects and publications
2. Exchange of technical knowledge and expertise
3. Mutual participation in seminars, workshops, and conferences
4. Student and researcher training programs
5. Sharing of scientific literature and resources (where permissible)

II. DEFINITIONS

Host Organization: The organization providing services or accepting personnel for training/collaboration

Home Organization: The organization requesting services or sending personnel for training/collaboration

III. PERIOD OF AGREEMENT

This MoU shall remain in force for **three (3) years** from the date of execution. Either party may terminate this MoU by providing **sixty (30) days advance written notice** to the other party. The agreement may be renewed by mutual written consent prior to expiration.

IV. IMPLEMENTATION OF ACTIVITIES

A. Activity Agreements

Each specific collaboration or service exchange will be documented through separate **Activity Agreements** or **Work Orders** that specify:

- Scope of work and deliverables
- Timeline for completion
- Responsibilities of each party



- Financial terms
- Quality standards and acceptance criteria

B. Coordination

Each party shall designate a coordinator responsible for facilitating activities under this MoU.

V. FINANCIAL ARRANGEMENTS

Services may be provided on a commercial basis as per mutually agreed rates, on a collaborative basis for joint research projects with shared outcomes, or on a barter basis through exchange of equivalent services. All financial terms shall be explicitly stated in individual Activity Agreements. Each party is responsible for securing necessary funding for their obligations.

VI. INTELLECTUAL PROPERTY

Each party retains ownership of their pre-existing intellectual property (Background IP). Intellectual property arising from collaborative work (Foreground IP) shall be jointly owned unless otherwise specified in the Activity Agreement. Both parties may publish results from collaborative work with prior consent and proper acknowledgment of contributions.

VII. CONFIDENTIALITY

Each party retains ownership of their pre-existing intellectual property (Background IP). Intellectual property arising from collaborative work (Foreground IP) shall be jointly owned unless otherwise specified in the Activity Agreement. Both parties may publish results from collaborative work with prior consent and proper acknowledgment of contributions.

VIII. GENERAL PROVISIONS

Each party shall indemnify and hold the other harmless from claims, losses, or liabilities arising from their own acts, omissions, or negligence. Neither party shall use the name, logo, or brand of the other in any public announcement or advertisement without prior written approval. No person shall be excluded from participation under this Agreement on grounds of race, color, national origin, gender, religion, or creed.

Any disputes arising from this MoU shall be resolved amicably through consultation between the parties. If unresolved, disputes shall be subject to arbitration in accordance with applicable laws. This Agreement may be modified only by written amendment signed by authorized representatives of both parties. This MoU shall be governed by the laws of India.

IN WITNESS THEREOF, SCIQUAINT INNOVATIONS (OPC) PRIVATE LIMITED, PUNE, and BIOCYTE INSTITUTE OF RESEARCH AND DEVELOPMENT, (B I R D), SANGLI. have executed this Agreement as of the date first above written.





**SCIQUAINT
INNOVATIONS**
Where Innovation Meets Transformation

FOR, SCIQUAINT INNOVATIONS
(OPC) PRIVATE LIMITED, PUNE.

FOR BIOCYTE INSTITUTE OF
RESEARCH AND DEVELOPMENT, (B I
R D), SANGLI.

Director,
Biocyte Institute of Research
and Development, Sangli
Authorized Signatory Name:

DR. SANDEEP PATIL

Designation: Founder and Director

Email: biocytelabsangli@gmail.com

Date: 09/10/2025

Witnessed By

DIRECTOR
SCIQUAINT INNOVATIONS
PRIVATE LIMITED, PUNE
Authorized Signatory Name:

MR. GANESH WAGHULE

Designation: Founder and Director

Email: contact@sciquaint.com

Date: 09/10/2025

Signature

Name: Ms. Supriya Patil

Designation: Manager (BIRD)

Date: 09/10/2025

MANAGER
SCIQUAINT INNOVATIONS
PRIVATE LIMITED

Signature

Name: Mr. Parmeshwar Pathade

Designation: Manager

Date: 09/10/2025

