



राष्ट्रीय प्रौद्योगिकी संस्थान अगर्तला
**NATIONAL INSTITUTE OF TECHNOLOGY,
AGARTALA**
BARJALA, AGARTALA - 799 046
Department of Bio Engineering



From

Dr. Biswanath Bhunia,

Date: 16th March, 2021

DST- Fast Track Young Scientist & Assistant Professor

Dear Dr. K. Vanitha,


HOD, Department of Pharmaceutics,

Vishnu Institute of Pharmaceutical Education and Research, Narsapur, Medak

With response to our telephonic discussion, I would like to express my willingness to serve as a collaborator for submission of joint project proposal to funding agency as well as shared publication. I will be able to contribute approximately fifty percent of my effort to this work, subject to availability of time and resources. This collaboration is part of my official duties as an employee at the National Institute of Technology Agartala, and no funds from the grant will be used in in-house research, neither will I accept any form of remuneration, whether in the form of salary or honoraria. I will provide scientific input. In this collaborative research, we want to promote and facilitate pharmaceutical research and the dissemination of new knowledge and would supply requested research materials and technical expertise as and when needed. .

I look forward to working with you on this collaboration.

Sincerely,


Biswanath Bhunia, PhD
PI/Co-PI of DST or DBT Project
16/03/21



తెలంగాణ తెలంగాణ TELANGANA

Sl. No: 344 Date: 28/08/2018
Sold To : B. Santosh Kumar
S/o. : B.J. Kumar R/o. Hyd
For Whom : Granules India Ltd.

K. RAJESWARI
M 093545

K. RAJESWARI
Licenced Stamp Vendor
LICENCE No.16-11-43/2017
H.No.6-3-382, Near Himalaya Book World
Beside Petrol Pump, Punjagutta
HYDERABAD (SOUTH) DISTRICT
Mobile No: +91-8686669973

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on this 5th day of October 2018 by and between

M/S. Granules India Ltd, a Company incorporated under the Companies Act 1956, having its registered office at 2nd Floor, 3rd Block, My Home Hub, Madhapur, Hyderabad-500081, Telangana, India, represented by its Chief HR Officer, Mr Atul Dhavle (hereinafter referred to as "Granules") of
FIRST PART AND

Vishnu Institute of Pharmaceutical Education and Research, a college established under Sri Vishnu Educational Society approved by AICTE Act, 1987 and affiliated to JNTU, Hyderabad, having its registered office at Plot No.153, Sita Nilayam, Dwarakapuri Colony, Nizampet Road, Bachupally, Hyderabad-500090, represented by its Director, Dr. D. Basava Raju (hereinafter referred to as "VIPER") of the SECOND PART

For the purpose of this MOU M/S. GRANULES and VIPER shall be collectively referred to as "Parties" and the term "Party" refers to either of them as the context permits.

WHEREAS,

- (a) M/S. Granules is engaged inter-alia in the business of manufacturing and marketing of pharmaceutical products for which it has factories at different locations globally.

Contd..2.

- (b) VIPER is college established as per the rules and regulations of All India Council for Technical Education and Pharmacy Council of India formed through AICTE Act, 1987, offering Various academic Programmes including but not limited to B. Pharmacy, M. Pharmacy with a mission to achieve excellence in pharmaceutical education by adopting innovative ideas both from Pharmacy and Education.
- (c) M/S. Granules has already entered into an MOU with Dr B R Ambedkar Open University for launch of a program at under graduate level called Bachelor of Science (Pharmaceutical Chemistry) for imparting education to its employees through distance mode. Therefore, by virtue of this MOU M/S. GRANULES has approached VIPER for conducting the contact classes for its employees who enrol themselves into the programme of Bachelor of Science (Pharmaceutical Chemistry) offered by Dr B R Ambedkar Open University, Hyderabad.

IN CONSIDERATION TO THE MUTUAL COVENANT AGREED TO BETWEEN THE PARTIES HERE BY AGREE TO BE LEGALLY BOUND BY FOLLOWING TERMS WHICH HERE AFTER GOVERN THE TERMS OF THIS MOU.

1. PROGRAMME:

- 1.1 VIPER has agreed to conduct contact classes at the premises of Granules India located at Gagillapur for completion of the syllabus for the Bachelor of Science in Pharmaceutical Chemistry (hereinafter referred to as "Programme") and take the entire responsibility to conduct the programme and M/S. GRANULES has agreed to fund the same on the conditions appearing hereinafter. For the purpose of clarity between the parties to this MOU, the course curriculum is annexed hereto.
- 1.2 This MOU is applicable to the contact classes required for the programme conducted by VIPER for M/S. GRANULES for the academic years 2017 to 2020 and 2018 to 2021. In the event of parties intending to extend the applicability of MOU to other academic years, the same shall be agreed expressly by both the parties in writing.
- 1.3 The class size for contact classes shall not be more than 50 participants and the classes shall be conducted in batches (if more than 50 participants are enrolled together).
- 1.4 The contact classes shall be conducted on Saturdays & Sundays which is mutually convenient to both the parties keeping in mind the continuity of business operations of M/S. GRANULES and such schedule shall be decided in writing.
- 1.5 The number of contact classes per batch shall be a minimum of 45 days spread across one year. The duration of each class would be 45 minutes.
- 1.6 VIPER shall maintain attendance details of the classes conducted and such other records as may be required by B R Ambedkar Open University which shall be communicated by GRANULES from time to time.

- 1.7 VIPER agrees to conduct examinations on a monthly basis to assess the progress of students in understanding and assimilating the course content of the programme imparted by it and shall share the marks obtained by the students in such exams with GRANULES. In addition VIPER shall also conduct exams on annual basis.
- 1.8 VIPER assures to maintain high standards in teaching faculty engaged, delivery of course content and assessment methodology.

2. PROGRAMME FEE:

- 2.1 VIPER shall be paid the following amounts on completion of each semester as per the following fee to run the program:

To run the program for the first year - Rs. 2,82,000/- (Amount in Rupees) per Semester

To run the program for the second year - Rs. 2,82,000/- (Amount in Rupees) per semester

To run the program for the third year - Rs. 2,82,000/- (Amount in Rupees) per semester

All payments made by GRANULES shall be after deduction of applicable tax at source under the Income Tax Act, 1961.

- 2.2 As part of course delivery process, VIPER shall extend its laboratories including but not limited to computer laboratories and library facility to the employees of GRANULES who are enrolled into this programme. VIPER shall also conduct all practicals sessions for the students. The number of practicals sessions / laboratory work involved and the scheduling therefore has been incorporated in annexure I of this MOU.
- 2.3 VIPER agrees to create required infrastructure like class rooms and other visual aids for the employees of GRANULES for the programme.
- 2.4 Save as above VIPER will not charge any other expenses which shall not be mutually agreed upon in writing.
- 2.5 Notwithstanding anything contained herein it is explicitly agreed by the VIPER that in the event any sum of money or claim becomes recoverable from or payable by VIPER to GRANULES pursuant to this MOU (including but not limited to any breach or penalties) and without application of law or courts all such other amount shall be liable to set off or deducted or adjusted from service fee or such other amount or sum of money that is due or which at any time thereafter may become due to the programme under this MOU or any other agreement or contract between GRANULES and VIPER.

3. TAXES AND DUTIES:

The parties hereby agree to comply with the relevant provisions of taxation laws including but not limited to income tax, GST., as applicable and amended from time to time.

4. INTELLECTUAL PROPERTY:

4.1 Where GRANULES and VIPER share sensitive information and material which are classified / patented / copy righted/ marked as confidential by either parties, the same would neither be shared nor be used for any other programme other than for the programme for which this MOU is entered, without express permission from the other party in writing. Whereas material and information with rights of the third party are used, the same can only be used by either party with express permission from the right holder.

4.2 VIPER shall neither disclose the details set out herein in any journal, magazine or publication or other medium nor otherwise use GRANULES name anywhere including its advertising material without prior written consent from GRANULES which may be given or withheld at sole discretion of GRANULES.

5. CONFIDENTIALITY:

The parties acknowledge that during the term it may be necessary for GRANULES to disclose to VIPER, orally, in writing or in any other tangible or intangible form, technical including but not limited to business information or any other information provide 'Confidential Information' of GRANULES. All information for the purpose of this MOU. All GRANULES information is deemed to be highly confidential by GRANULES. VIPER agrees not to disclose any GRANULES information to any third party (except to its employees, its affiliates and sisters companies, on a strictly need to know basis and underwritten terms of confidentiality at least as protective as those in this clause) without the prior express written consent of GRANULES and to use GRANULES information other than strictly in the performance of this MOU. These restrictions upon disclosure and use of GRANULES information including (incomplete sentence)

Information pertaining to GRANULES trade secrets shall survive termination of this MOU, but shall cease to apply to any specific portion of confidential information which:

- a) Is already in VIPER's possession at the time of disclosure thereof, as may be demonstrated by documentary evidence.
- b) Is or later becomes available to the public other than by VIPER's default.
- c) Is lawfully received by VIPER from a third party having no obligation of confidentiality.
- d) Is independently developed by VIPER
- e) Is approved to be disclosed by GRANULES
- f) Is required to be disclosed by law or government regulation, provided that VIPER shall notify GRANULES in writing that such disclosure is required, and the disclosing party may seek a protective order

Contd...5.

6. LIABILITY

GRANULES agrees to be fully responsible for the conduct of its employees while on VIPER's premises at the time of attending practical classes. Granules undertakes full responsibility to compensate VIPER for any proven material damage caused by its employees to VIPER's infrastructure, equipment or any other damages which may have financial or non-financial implications

7. INDEMINIFICATION:

Both parties shall indemnify the other party, defend and hold harmless and its agents and employees hereunder, from and against any and all claims, losses, damages, liabilities, reasonable attorney fees, court costs and expenses resulting or arising from any third party claims, action, proceedings, investigation or litigation (including personal injury or wrongful death) relating to or arising from or in connection with this MOU and resulting from:

7.1 Fraud, negligence or intentional wrongful acts of the party during the conduct of the purpose of this MOU or

7.2 Any activity by the party which is contrary to the interest of this MOU resulting in monetary damages or bodily injury.

8. NO WARRANTIES:

GRANULES does not warrant a minimum guaranteed revenue or business to VIPER or undertake to avail the services for a specific term of guarantee that the services will be availed for a minimum specific number of persons or days.

9. LIMITATION OF LIABILITY:

IN NO EVENT GRANULES SHALL BE LIABLE TO VIPER FOR ANY LOSS, DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, INCURRED BY VIPER OR ANY THIRD PARTY, WHETHER IN CONTRACT, ACTION OR TORT, IRRESPECTIVE OF WHETHER VIPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. THE AGGREGATE LIABILITY OF GRANULES UNDER THIS MOU SHALL NOT EXCEED HALF OF THE AMOUNT PAID DURING THE PRECEDING MONTH TO VIPER FOR THE SERVICES RENDERED UNDER THIS MOU.

10. TERM, TERMINATION AND POST TERMINATION OBLIGATIONS:

10.1 The MOU shall be valid for the period of Four years from the date of its execution

10.2 However GRANULES is entitled to terminate this MOU before the enrolment of new batch to the programme. Once enrolled VIPER shall conduct the programme till the completion of the programme and contact classes of degree of B.Sc. to all such employees of GRANULES who have enrolled before such termination.

10.3 GRANULES shall have the right to terminate this MOU immediately on notice to VIPER, if in the reasonable judgment of GRANULES, VIPER has (i) failed to conduct programme in accordance with the terms and required standards specified by GRANULES or failed to comply with terms and conditions as agreed under this MOU (ii) has violated any applicable laws (including but not limited to cancellation of licenses that are required for the programme) (iii) consistently failed to impart classes ('programme') on a timely basis, as set forth by the designated officer from time to time (iv) violates any terms stipulated by GRANULES or under any law or the time being in force (v) if VIPER files a petition in bankruptcy or in adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law then the other party may immediately terminate this MOU on notice (vi) on occurrence of a force majeure event which lasts for more than two(2) months (vii) if VIPER fails to obtain or maintain necessary licenses and requisite approvals for conducting programme in accordance with the applicable statutory requirements.

10.4 VIPER is entitled to terminate this MOU if (i) GRANULES fails to uphold its financial commitments on time (ii) if GRANULES modifies the agreed upon structure, scheduling of the programme without prior consent of VIPER.

10.5 Effects of Termination: Upon termination of this MOU;

a) Both the parties shall reconcile their accounts and determine the amounts to be settled. The party owing any amounts shall pay the undisputed amount promptly to the other party upon receipt of the in un-disputed invoice.

b) Upon termination, VIPER shall cease to use all the information material (if any) in its possession and shall forthwith promptly return all materials, information and data to GRANULES, including any material, access cards, devices, information, documentation etc., and all other properties within seven (7) days and if necessary certify the same in writing.

c) upon the termination of the MOU, VIPER shall deliver and transfer to GRANULES or its representative or such person, firm or company as GRANULES directs, all materials, monies collected by the VIPER in excess or for breach of performance of duties hereunder (whether held in cash or otherwise in any other form).

11. REPRESENTATIONS AND WARRANTIES

11.1 Each party hereby represents to the other that they have been duly incorporated/organized/registered under the applicable laws and has full legal right and authority to be engaged in the business and it has full corporate power and authority and is dully authorised to execute this MOU and perform its obligation as herein contemplated; and that neither the performance of the obligation or execution of this MOU will violate or is in violation of any applicable laws for the time being in force.

11.2 Each party represents that there are no litigations pending or threatened (judicial, regulatory or otherwise) that would or might prevent or adversely interfere with the performance of obligations under this MOU and VIPER hereby agree to promptly notify the other in writing of any threatened or proposed action it may file or be filed against it.

11.3 VIPER here by represents and warrants that it has requisite skills and manpower to perform its obligations under this MOU and while conducting programme on continuous basis under this MOU it will maintain the necessary academic standards of the industry.

11.4 VIPER shall fulfil all statutory requirements pertaining to the manpower etc., and indemnify GRANULES from all the claims whatsoever.

11.5 VIPER shall alone be responsible for all acts of commission and omission by the manpower so employed by it.

11.6 VIPER shall also bring in specialized expertise during sessions of the Programme wherever necessary and shall abide by all instructions issued by GRANULES representative from time to time.

11.7 VIPER hereby represents that it has requisite licenses, approvals, infrastructure, experienced faculty to perform its obligations under this MOU and VIPER will not do any act, which would affect the rights of GRANULES.

11.8 VIPER represents that neither VIPER nor its officers, directors, agents, employees, or other persons associated with or acting on its behalf have, directly or indirectly, taken any action which would cause violation of any anti-corruption law or regulations applicable, including but not limited to the United States Foreign Corrupt Practice Act (the "FCPA"), the United Kingdom Bribery Act 2010 (the "Bribery Act") or under laws of any countries in which GRANULES operates (collectively "Anticorruption laws").

12. GOVERNING LAW AND DISPUTE RESOLUTION:

12.1 This MOU is governed by the laws of India. The parties hereby explicitly agree to submit all the disputes, differences and other claims arising from the MOU to the exclusive jurisdiction of courts of Hyderabad, India and waive its rights to challenges or defend any claim on the choice of jurisdiction.

12.2 All disputes, controversies or claims arising out of or relating to this MOU including existence or interpretation of any clause hereof, shall be referred to arbitration by a sole arbitrator appointed through mutual consent by the parties in writing. The place of arbitration shall be Hyderabad (India) and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time. The language of the arbitration proceedings shall be English. The cost of arbitration proceedings shall be initially born equally by parties and the prevailing party shall be entitled to recover the same from the other.

13. **FORCE MAJEURE**

The performance of this MOU by either party is subject to circumstances beyond the reasonable control of the parties including but not limited to, acts of God, war, government regulations, disaster, disease, epidemics, quarantine, restrictions, terrorist actions, strikes, civil disorders, curtailment of transportation facilities or other emergencies, making it impractical, inadvisable or impossible for a party to perform its obligations under this MOU.

14. **MISCELLANEOUS**

The obligations of either party under the MOU are non-assignable and not transferable. This MOU shall supersede all other prior oral or written understandings. No modifications / amendments to this MOU shall be valid and effective unless made in writing and signed by both parties. Nothing in this MOU shall be construed to be a waiver, unless specifically waived by in writing and forbearance or ignorance of a breach shall constitute a waiver. Clauses pertaining to payment, confidentiality, assignment, indemnity and intellectual Property rights of this MOU shall survive termination of this MOU. It is understood and agreed that parties are acting independent contractors and neither party is an employee, agent or partner of other and nothing in this MOU shall construed or constitute and employer-employee, a partnership or joint venture between the parties. All notices, requests, demands or such other communication will be in writing and will be deemed to have been duly served or delivered if sent to the addresses of the parties given herein.

15. **PUBLIC ANNOUNCEMENT**

No public announcement will be made and no notice will be given regarding the arrangements contemplated by this MOU, unless the parties have first agreed in writing on the form, content and timing of such announcement or notice. This MOU may be executed in two or more counterparts, all of which constitute one and the same legal instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE AGREED TO SIGN THE MOU ON THE DAY NAMED FIRST ABOVE.

For Granules India Limited

CHRO

In the presence of

1. 
2. 

For Vishnu Institute of Pharmaceutical Education and Research (VIPER)

Director

In the presence of

1. 
2. 





WWF-India Secretariat
Bijoliya Girdgaj National
Conservation Center
17-B, Tech Estate
New Delhi – 110093
India

Tel: +91 11 2501814-15
Fax: +91 11 41562379
011-24791229
www.wwfindia.org

Letter of Understanding B/w WWF-India and Vishwa Institute of Pharmaceutical Education and Research

ABOUT WWF-INDIA

WWF-India is one of India's leading conservation organizations with programmes and projects spread across the country. The organisation works towards the conservation of biodiversity, natural habitats and the reduction of humanity's ecological footprint. The mission of WWF-India is to stop the degradation of the earth's natural environment and to build a future in which humans live in harmony with nature.

ABOUT WWF VOLUNTEERS

WWF Volunteers is a platform for citizens from diverse backgrounds and skills to contribute to environment conservation. The programme aims to inspire collective and personal action by creating awareness about the importance of conservation and the role ordinary citizens can play. WWF Volunteers is a community of people who are role models and ambassadors for the environment, acting as positive influencers and changemakers for their communities.

ABOUT ECHO

WWF India engages youth enrolled in universities/colleges to identify, design, develop and implement their conservation projects around a yearly theme to address the most pressing environmental issue.

Echo provides a platform and WWF-India harnesses their energy and intent by working closely with youth by giving them direction, knowledge, know-how, skills. Echo is a programme for the youth and by the youth. It gives them freedom to decide what they wish to do, how they want to do. Under this programme, we identify driven and motivated students through partnerships with colleges and universities and provide them with the training they need to design and implement solutions for a specific environmental challenge. The theme for the Echo programme is aligned with the Sustainable Development Goals (SDGs) and focuses on most pressing environmental issue of the year.

At the end of the academic year, projects are reviewed and evaluated against set parameter in a state elimination round and selected colleges are provided a chance to showcase their projects at the national level summit. A panel of jury reviews the projects, which are presented by student representatives, and the college with maximum impact is recognized with the title of "Environment Conservation Hero of the Year".

THE ACTIVITY

WWF-India in partnership with the registered college will launch Echo for engagement of students enrolled in the college, through a year-long membership for the students. Each college will nominate one teacher convenor and four youth representatives to lead and represent the respective college in

Mr. Anshul N. Gera, President
Mr. Arun Bhatia, Vice President & Trustee Treasurer
Mr. Mohit Singh, Convener
Mr. Anshul Gera, Trustee
Mr. Dhruv Singh, Trustee



WWF-India Secretariat
Prajaha Ganga National
Conservation Centre
172-B, Indira Estate
New Delhi - 110063
India

Tel: (011-41504814, 15)
Fax: (011-41504779)
(011-24692226)
www.wwfindia.org

Echo. The nominated youth representatives will work towards engaging other youth in the college to work towards the conservation action project under the theme and help resolve an environmental issue in their college, community or city. WWF-India will provide mentorship, support and guidance for the implementation of the project.

At the beginning of the academic year, a workshop for the nominated youth representatives and teacher convener will be organized for all participating colleges. The workshop will include an in depth education on the theme of the year through movie screenings, expert talks and various interactive activities. It will include assisted brainstorming session with the youth representatives on project development, including areas and communities to be targeted, operational requirements, involvement of all students etc.

Once the projects are finalized and approved by WWF-India, WWF-India will provide mentorship and will review progress of the projects through review meetings. At the end of the academic year, national level summit will be organized, where the best projects will be recognized through a trophy, certificates, and goodies.

ROLES AND RESPONSIBILITIES

Participating college/Institution:

1. College will be responsible to nominate four youth representatives. This is a pre-requisite for activation of college membership.
2. College shall nominate a teacher convener as a point of contact to coordinate Echo activities within a college and with WWF-India.
3. College shall be responsible for ensuring participation of nominated youth and teacher convener in the workshop.
4. College shall be responsible for ensuring administrative permissions and smooth running of the program.
5. The college shall ensure participation of nominated youth and teacher convener in the National Summit.

WWF-India:

1. Conduct echo forum for nominated youth
2. Provide mentoring support during the course of project implementation
3. Provide volunteering opportunities to registered students in various WWF-India projects
4. Collect and collate bi-monthly reports of the project implemented by college
5. Organize National level summit
6. Provide participation certificates to nominated student representatives

Mr. Jashraj S. Gadhij, President
Mr. Anand Wale, Vice President & Treasurer
Mr. Shyam Saha, Trustee
Ms. Anandita Singh
Ms. Anandita Singh, Trustee



WWF-India Secretariat
Pangshi Gully, National
Conservation Centre
17-B, Lodi Estate
New Delhi - 110023
India

Tel: +91 11 56814115
Fax: +91 11 504726
+91 11 26501226
www.wwf.in/india

On Behalf of WWF-India

Name of the authorized signatory:

Designation:

Signature with seal

Date:

5/10/2020

FARIDA
TAMPAL



On behalf of (Name of College)

Visiting Institute of Pharmaceutical Education and Research

Name of the authorized signatory: S. Vidy Kantar

Designation: Assistant Professor

Signature with seal

Date: 05.10.2020




Mr. Anand Kumar, Director
Mr. Anand Kumar, Vice-Chancellor, Faculty, Pharmacy
Mr. Anand Kumar, Director
Mr. Anand Kumar, Director
Mr. Anand Kumar, Director

MEMORANDUM OF UNDERTAKING

Between

The Department of Pharmaceutics, Vishnu Institute of Pharmaceutical Education and Research, Vishnupur, Narsapur, Medak (Dt), Telangana, India

And

Suraksha Pharma Pvt.Ltd. Ameerpet, Hyderabad

(Hereinafter referred to individually as "Party" and collectively as "Parties")

This Memorandum of Understanding (MOU) is entered into as of date 16/08/2019 by and between the Vishnu Institute of Pharmaceutical Education and Research (VIPER), Vishnupur, Narsapur, Medak(Dt), Telangana, India and Suraksha Pharma Pvt. Ltd (SURAKSHA), having its registered Office at 101, Si Ram Estates, Behind Chermas, Ameerpet, Hyderabad, Telangana, India.

WHEREAS, VIPER agrees to protect the confidentiality of all information receives from Suraksha and cosponsors associated with Suraksha through its Agreement.

WHEREAS, Suraksha to share with VIPER, the information related to its inventions/studies/projects and VIPER agrees to formulate and evaluate such inventions/studies/project for its scientific and business potential and propose and propose clients for presentation of such inventions.

WHEREAS, all the parts are hereinafter referred to as "Parties";

WHEREAS,VIPER has approved sanction of funding support to Project entitled "Formulation and Evaluation of Novel Edible Lollies" conceived by the Company Suraksha Pharma Pvt.Ltd.

WHEREAS,VIPER has issued Grant-in-aid Award Letter (GLA) dated 16/08/2019 for funding assistance amounting INR 2,00,000 and the Company has executed the corresponding Acceptance and Undertaking on 30/08/2019.


WHEREAS the Company has agreed to pay Royalty as essential condition of Grant-in-aid assistance, in the manner as provided herein this Agreement

WHEREAS the GLA provisions shall be integral part of this Agreement and shall be included by reference

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

M. a. w.




Principal
Vishnu Institute of Pharmaceutical
Education & Research
Vishnupur, Narsapur,
Telangana-502 313, T.S. 14

A. RESPONSIBILITIES OF THE COMPANY

I. The Company shall:

- i. Disclose initiation of commercialization of the Product at the earliest. "Product" shall mean products, services, processes, technologies, materials or other innovations resulting from this Project which would generate commercial income.
- ii. Submit the Annual Net Sales Account of the Product verified and certified by its Internal Auditor for the corresponding financial year till full satisfaction of Royalty liability as provided under Clause 3. 'Net Sales' for this purpose shall mean gross sales by the Company its sub-licencee excluding excise duty and sales tax, as certified by the Chartered Accountant.
- iii. The Company shall submit audited Annual reports of the product along with the audited balance sheets and profit & loss accounts to VIPER within six months of the completion of the financial year ending 31st March 2020 till full and final settlement of all Royalty dues to the satisfaction of VIPER.

II. Company acknowledges and agrees that:

- i. It shall, at all times, indemnify and keep indemnified VIPER against all claims/damages etc. by any infringement of any Intellectual Property Rights (IPR) while carrying out its responsibilities/work under the Project and this Agreement; and
 - ii. It shall notify VIPER of any material change in its incorporation status, shareholding, Project Coordinator or any such change that would impact on performance of its obligations under the Project and this Agreement.
- B. The Company shall assign or transfer the Product's interests/ rights to any third party directly or indirectly without prior written consent from VIPER

C. PAYMENT OF ROYALTY

- i. The Company shall pay royalty to VIPER at the rate of 5 (Five) per cent on annual Net Sales of the product(s) developed with VIPER's assistance only for period of TWO YEARS from the date of Commercialization of the Project. Payment of royalty shall fall due beginning with the first sale of the product(s) and the liability to pay royalty will terminate upon the first of any of the following two events to occur: - a) 50% royalty has been paid to VIPER; or (b) in case of Foreclosure or Termination of Project as per the terms of GLA.

M. a. n.



ii. Royalty for each financial year shall be payable to VIPER within 90 (Ninety) days of close of corresponding financial year.

iii. If the Company gets Grant-in-aid assistance for more than one Project that will culminate into the same Product(s), then the Company shall pay royalty to VIPER at FIVE per cent only on annual Net Sales of the product(s) developed with VIPER'S assistance in the same manner as provided above under sub section (i).

D. MODE OF PAYMENT OF ROYALTY

The amount of Royalty payable by the Company shall be paid by the means of and account payee crossed cheque OR Demand Draft drawn in favour of "Principal, Vishnu Institute of Pharmaceutical Education and Research" payable at "Narsapur"

E. USE OF INTELLECTUAL PROPERTY

- i. "Intellectual Property" means the legal rights relating to inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, first made or generated by such investors.
- ii. The "Intellectual Property Rights (IPR)" generated during the project will lie with the SURAKSHA and VIPER.
- iii. Patent Prosecution and Expenses. The filing, prosecution, defense and maintenance of all Patents for the Inventions will be conducted in the name of Suraksha Pharma Pvt.Ltd. and VIPER, acting reasonably and in good faith. All the expenses in this area will be shared in the ratio of 75% by Suraksha Pharma and 25 % by VIPER
- iv. Background Intellectual Property: Any of the party possesses rights in background intellectual property, that is, intellectual property not otherwise subjected to this MOU, which would be useful or essential to the practice or commercialization of the results of this MOU, should be disclosed. Except to the limited extent required to perform a party's obligations under this MOU, neither party receives any right, title, or interest in or to any Research Materials provided to it by the other party or any technology, works or inventions of the other party that are not Research Program Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.
- v. Maintaining the Laboratory Notes: Each party agrees that research efforts will be well documented in the form a laboratory notes with accurate data disclosed for each experiments performed therein, during the course of this MOU.
- vi. In the event of commercialization of the technology Suraksha Pharma Pvt.Ltd will have the first right of refusal.

G. CONFIDENTIALITY

- i. During the tenure of the Agreement, all Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project under this Agreement for any purpose other than purposes in accordance with this Agreement. It shall be the responsibility of the Parties to ensure maintenance of such confidentiality including on behalf of their employees, representatives and associates involved in the Project.
- ii. The Parties shall not have any obligation of confidentiality with respect to any information that:
 - a. is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or
 - b. was already in possession of the recipient prior to receipt from the disclosing party; or
 - c. is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or
 - d. was disclosed to any third party on a non-confidential basis prior to commencement of the Project; or
 - e. was developed by the recipient, as established by acceptable written record, independently of the disclosure of information by the disclosing party; or
 - f. is required by public authority, by law or decree.

H. DISPUTE RESOLUTION AND ARBITRATION

The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Parties. Neither Party waives its legal rights to adjudicate this Agreement in a legal forum.

I. EFFECTIVE DATE AND TENURE OF THE AGREEMENT

- i. The Agreement shall be effective from the date of its signing by both the Parties. In the event the Parties affix their signatures to this Agreement on separate dates, the Agreement shall be effective from the date on which the last set of signature is affixed thereto.
- ii. The Agreement shall be valid till the full and final settlement of all dues to the satisfaction of SURAKSHA.



Principal
Vishnu Institute of Pharmaceutical
Education & Research
Vishnupur, Hyderabad, India

- iii. In case of Foreclosure/Termination of the Project as per terms of GLA, the Agreement shall be valid till the date of the Foreclosure/Termination Letter issued by SURAKSHA
- iv. Two copies of the Agreement shall be signed by each of the Parties and one copy each shall remain in the custody of each Party.

J. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this Agreement shall be valid unless the same is made in writing by the Parties or their authorized representatives specifically stating the same to be an amendment of this Agreement. The modifications shall be effective from the date on which they are made / executed unless otherwise agreed to.

K. SEVERABILITY

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein.

L. NOTICES AND JURISDICTION

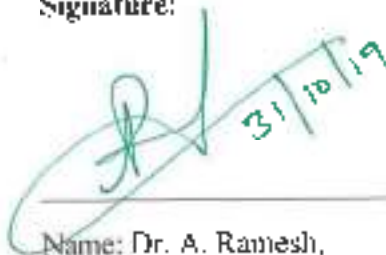
- i. All notices and other communications required to be served on the Company including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by registered mail to the Company at its address as stated below.
Dr. M. Nageswara Rao Gupta
Managing Director & C.E.O
Suraksha Pharma Pvt.Ltd. 101, Sai Ram Estates, Behind Chermas,
Ameerpet, HYD.
- ii. Similarly, any notice to be given to VIPER shall be considered as duly served if the same shall have been delivered by registered mail to VIPER at its address as stated below:
The Principal,
Vishnu Institute of Pharmaceutical Education and Research(VIPER),
Vishnupur, Narsapur
Medak (dt),
Telangana - 502313
- iii. Subject to the provisions hereof, the Courts at Hyderabad shall have exclusive jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

M. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of India.

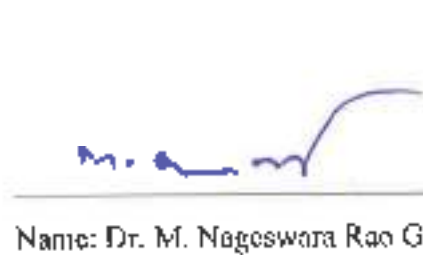
IN WITNESS WHEREOF the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Signature:


Name: Dr. A. Ramesh,

Designation: Principal & Professor
VIPER, Narsapur

Date: **Principal**
Vishnu Institute of Pharmaceutical
Education & Research
Vishnupur, Narsapur,
Medak District-502 313. T.S. India.


Name: Dr. M. Nageswara Rao Gupta

Designation: Managing Director & C.E.O
Suraksha Pharma Pvt.Ltd, Ameerpet, HYD.

Date:



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as this "MOU") is made on 28th September, 2021, and shall be effective from 1st September, 2021.

BY AND BETWEEN

DR. REDDY'S LABORATORIES LIMITED, a public Limited Company incorporated under the Companies Act, 1956, represented by Mr. Saurav Kumar, Head HR-Global Manufacturing Operations, and having its registered office at 8-2-337, Road No. 3, Banjara Hills, Hyderabad- 500 034, (hereinafter referred to as "Dr. Reddy's" which expression shall unless repugnant to the context thereof means and includes its representatives, successors in interest and permitted assigns) of the One Part.

AND

VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, Vishnupur, Narsapur – 502 313, Medak District, Telangana, located at India (hereinafter referred to as the "the Said Institute") which expression unless repugnant to the context or meaning thereof shall be deemed to mean and its successors and assigns of the Second Part.

Both the parties are hereinafter referred to as "Party" or collectively referred to as "Parties" wherever the context so requires.

WHEREAS:

- A. Dr. Reddy's is engaged in the business of manufacturing and marketing of pharmaceutical products, for which purpose it has its manufacturing units located at different locations in Andhra Pradesh and Telangana;
- B. The Said Institute is engaged in conducting various educational programs/courses both full-time and part time and also is engaged in tie-ups with corporate entities for imparting educational programs/courses;
- C. Dr. Reddy's is desirous of deputing its employees for imparting Induction Training Programs ("**Induction Programme**") conducted by the said Institute for its employees;
- D. The Said Institute has agreed to design and deliver an Induction Program at its location (as detailed in **Annexure A**) for training the employees of Dr. Reddy's.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Program:

- 1.1 The Said Institute has agreed for undertaking the entire responsibility of conducting the Induction Training Program and Dr. Reddy's has agreed to fund the same.
- 1.2 This MOU is applicable to the Programs detailed in Annexure-A conducted by the Said Institute during **1st September 2021 – 31st August 2024**. In the event that Parties intend to extend the applicability of this MOU for further period the same shall be agreed expressly by Parties in writing.

1.3 Details of the Program:

- 1.3.1. The Said Institute has agreed to conduct the Program more fully described in Annexure-A entirely by employing its resources and faculty.
- 1.3.2. The Program is a full time program for the employees of Dr. Reddy's (hereinafter referred to as the enrolled candidates) during stipulated period suggested by Dr. Reddy's, for a period of 45 actual working days.
- 1.3.3. The Program shall consist of interactive sessions, written exams conducted by the Said Institute, on all the week days (except Sundays, public holidays and political bandhs, if any).
- 1.3.4. The duration of each Program shall be 45 working days, at the end of which each successful enrolled candidate shall be awarded a certificate of completion by the Said Institute in the form of a certificate titled "**Certificate** in Pharma Process Technology".
- 1.3.5. Each Program shall have a maximum of 45 participants per batch. Participants will be encouraged to work on group participation in practicals, during the course of the Program.
- 1.3.6. The Program shall be conducted at the Said Institute.
- 1.3.7. The time, date and schedule of sessions shall be provided by the Said Institute to Dr. Reddy's.
- 1.3.8. Students who do not have at least 75% attendance in any course, separately for theory and practical classes, will not be allowed to appear for the end-term certification / examination.
- 1.3.9. Students who do not secure the marks as prescribed by the Said Institute would have one chance to re-appear for the exams, if they would like to get certified by the program.
- 1.3.10. The Said Institute shall appoint a senior academician to supervise with experience in training and research background to supervise and plan the Induction Training Programme, preferably the person who has taken keen and active interest in initiating this programme at your Institution, with prior approval from Dr. Reddy's.

2. Program Fee

- 2.1 Dr. Reddy's shall pay to the Said Institute the Fees for the proposed Program for every batch per student as follows:
 - (i) Tuition fees @ Rs.10, 000/- per student for 45 working days
 - (ii) Food charges in campus on working days @85/- per day + Taxes extra
- 2.2 The above said fees is inclusive of course material and all other training expenses during the course of the Program.
- 2.3 The payment of the Program fee shall be done within 45 days after receipt of invoice.
- 2.4 There shall be no extra cost or expenses chargeable by the Said Institute other than the above mentioned fees in 2.1 & 2.2.
- 2.5 Taxes and Duties: Liabilities under taxes (including Income Tax) and duties, to be provided by the Said Institute. Further if GST is levied for the services rendered under this Agreement, the same shall be payable by Dr. Reddy's.

3. Intellectual Property Rights and Confidentiality:

- 3.1 Where Dr. Reddy's and the Said Institute share confidential information and material, the same should neither be shared nor be used for any other purpose other than within Dr. Reddy's for the programmes for which this MoU is entered, without express written permission from the other Party.
- 3.2 The Said Institute shall neither disclose the details set out herein in any journal, magazine or publication or other medium nor otherwise use Dr. Reddy's name in any of its advertising material without Dr. Reddy's prior written consent which may be given or withheld at Dr. Reddy's sole discretion.
- 3.3 The Parties acknowledge that during the term it may be necessary for Dr. Reddy's to disclose to the Said

Institute, orally, in writing or in any other tangible or intangible form, technical including but not limited to business information regarding recruitment procedure or any other information 'Confidential Information' of Dr. Reddy's. All information derived from the Dr. Reddy's is to be considered Confidential Information and is deemed to be highly confidential. the Said Institute agrees not to disclose any Confidential Information to any third party (except to the Said Institute's employees, affiliates and sisters companies, on a strictly need to know basis and underwritten terms of confidentiality at least as protective as those in this clause) without the prior express written consent of the Dr. Reddy's and not to use the Confidential Information for any other purpose other than the performance of this MoU. These restrictions upon disclosure and use of Confidential Information shall end five (5) years after expiration or termination of the MoU whichever is earlier. However, the obligation of the Said Institute with regard to the Confidential Information pertaining to the intellectual property rights (including but not limited to Trade Secrets) of Dr. Reddy's shall remain in force for perpetuity, but shall cease to apply to any specific portion of Confidential Information which:

- a) is already in the Said Institute's possession at the time of disclosure thereof, as may be demonstrated by documentary evidence.
- b) is or later becomes available to the public other than by the Said Institute's default.
- c) is lawfully received by the Said Institute from a third party having no obligation of confidentiality.
- d) is independently developed by the Said Institute.
- e) is approved to be disclosed by Dr. Reddy's.
- f) is required to be disclosed by law or government regulation, provided that the Said Institute shall notify Dr. Reddy's in writing that such disclosure is required, and the disclosing party may seek a protective order or other appropriate remedy from any court or tribunal at its cost. The receiving party shall extend all the support it can to the disclosing party to minimize the extent of the damage.
- g) Course material prepared by the Said Institute cannot be used by any other party Institute and it is meant only for the batches trained under the MoU.

4. Undertaking

The Said Institute shall undertake, defend and hold good Dr. Reddy's and its affiliates, employees and officers for without limitation (a) any breach, any representations and warranties of the Said Institute as agreed under this MoU; and (b) any third party actions/ claims brought against Dr. Reddy's for any breach, violations, infringement of any applicable laws, infringement of third party intellectual property rights or otherwise.

5. Limitation of Liability:

In no event will Dr. Reddy's be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages or any kind in connection with or arising out of rendering the services hereunder, whether alleged breach of contract or tortious conduct, including negligence, irrespective of whether Dr. Reddy's has advised the Said Institute of the possibility of such damages or not. The sole and aggregate liability of Dr. Reddy's under this MOU will not in any event exceed the consideration paid by Dr. Reddy's under this MOU. The liability of Dr. Reddy's under this MoU is limited to the extent of the fee agreed to be paid under this MoU

6. Obligations of the Said Institute

The Said Institute shall:

- a) Conduct the Program from time to time in accordance with the terms agreed herein.
- b) The Said Institute shall obtain and maintain all requisite licenses, authorization, registration, comply with all applicable laws, rules regulations and ordinance (as may be applicable and amended from time to time).

- c) The Said Institute will employ its own employees as the personnel for conducting the Program whose liability obligations & service conditions shall be entirely governed by the Said Institute and Dr. Reddy's shall never be construed in a direct or indirect relationship between the Said Institute's personnel and itself.
- d) The Said Institute shall ensure that no claims are brought against Dr. Reddy's in regard to employment, remuneration, facilities and service conditions of the Said Institute's personnel and shall hold it harmless at all times including without limitation, provident fund, worker's compensation, disability benefits and unemployment insurance or for withholding and paying employment taxes for the employees of the Said Institute for rendering Services. All the employees shall be informed by the Said Institute that they are not entitled to any of the Dr. Reddy's employee benefits.

7. Term and Termination:

- 7.1 The term of this MoU shall be for a period of three years from 1st September 2021 – 31st August 2024. This MoU may be extended upon mutual consent of both the Parties in writing, on terms and conditions as acceptable to the Parties.
- 7.2 However, Dr. Reddy's may decide to terminate this MoU by giving thirty (30) days written notice to the other without assigning any reason and without payment of any compensation thereof before the enrolment of new batch to the said program. However, Dr. Reddy's shall give only a twenty-four (24) hour notice for termination of this MoU to the Said Institute when there is a material default in compliance of the terms and conditions of this MoU or the Said Institute has failed to comply with its statutory obligations.
- 7.3 If the Said Institute commits breach of any covenant or any clause of this MoU, Dr. Reddy's may send a written notice to the Said Institute to rectify such breach within the time limit specified in such notice. In the event the Said Institute fails to rectify such breach within the stipulated time, the MoU shall forthwith stand terminated and the Said Institute shall be liable to Dr. Reddy's for losses or damages on account of such breach.
- 7.4 Dr. Reddy's shall have the right to terminate this MoU immediately on notice to the Said Institute, if, in the reasonable judgment of Dr. Reddy's, the Said Institute has (a) failed to conduct the Program in accordance with the terms and required standards specified by Dr. Reddy's (b) has violated any applicable laws (including but not limited to cancellation of license that are required for performance of the services) (c) consistently failed to conduct the Program on a timely basis, as set forth by the designated officer from time to time (d) violates any terms stipulated by Dr. Reddy's or under any law for the time being in force (e) If the Said Institute files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, then the other Party may immediately terminate this MoU on notice (f) on occurrence of a Force Majeure event which lasts for more than three (3) months.
- 7.5 Effects of Termination: Upon termination of this MoU;
 - a) Both the parties shall reconcile their accounts and determine the amounts to be settled. The party owing any amount shall pay the undisputed amount promptly to the other party upon receipt of the in un-disputed invoice.
 - b) Upon termination, the Said Institute shall cease to use all the information material supplied by Dr. Reddy's (if any) shall forthwith promptly return all materials, information and data, including any material, access cards, devices, information, documentation etc., and all other properties within seven (7) days and if necessary certify the same in writing.
 - c) Upon the termination of the MoU, the Said Institute shall deliver and transfer to Dr. Reddy's or its representative or such person, firm or company as Dr. Reddy's direct, all material, money collected by the Said Institute in excess or for breach of performance of duties hereunder (whether held in cash or otherwise in any other form).

- d) Notwithstanding the foregoing, in the event Dr. Reddy's terminates this MoU as a result of the Said Institute's failure to comply with the Said Institute's obligations as set forth herein, Dr. Reddy's shall be entitled to withhold payment for services previously rendered and non-cancellable expenses.
- e) Clauses 3, 5, 8, 9 and 10 of this MoU shall survive post termination of this MoU.

8. Representations and Warranties :

- 8.1 Each party hereby represents to the other that they have been duly incorporated /organized/registered under the applicable laws and has full legal right and authority to be engaged in the business and it has full corporate power and authority and is duly authorized to execute this MoU and perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this MoU will violate or will be in violation of any applicable laws for the time being in force.
- 8.2 Each party represents that there are no litigations pending or threatened (judicial, regulatory or otherwise) that would or might prevent or adversely interfere with the performance of obligations under this MoU and the Said Institute hereby agrees to promptly notify the other in writing of any threatened or proposed action it may file or be filed against it.
- 8.3 The Said Institute hereby represents and warrants that it has requisite license, registrations, skills and manpower to perform its obligations under this MoU and while rendering services under this MoU it will maintain the international standards in the industry.
- 8.4 The Said Institute shall fulfil all statutory requirements pertaining to the manpower etc., and indemnify Dr. Reddy's from all the claims whatsoever.
- 8.5 All the trainees are treated on par with regular students of the Said Institute for the purpose of discipline and abide by all rules and regulations of the Said Institution and should wear identity cards.
- 8.6 Both Parties will comply with all applicable local laws and regulations pertaining to bribery, corruption and prohibited business practices and has not and will not indulge in any actions in relation to the business transactions contemplated which shall be in violation of such applicable laws including but not limited to Prevention of Corruption Act, 1988 and Foreign Corrupt Practices Act, 1977.

9. Governing Law and Dispute Resolution:

- 9.1 This MoU shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts situated at Hyderabad.
- 9.2 Any and all disputes and differences arising between the Parties under this MoU shall be referred to the sole arbitrator appointed by Dr. Reddy's as per the Arbitration and Conciliation Act, 1996, whose decision shall be final and binding on both the Parties. The venue of Arbitration shall be Hyderabad and the proceedings shall be conducted in English. The cost of arbitration shall be equally borne by the Parties and the prevailing party shall be entitled to recover the same from the other Party.

10. Force majeure:

The performance of this MoU by either party is subject to circumstances beyond the Parties reasonable control including, but not limited to, acts of God, war, Government regulations, strikes, civil disorders, curtailment of transport facilities or other emergencies, making it impractical, inadvisable, illegal or impossible for a party to perform its obligations under this MoU. Provided that the Said Institute tries its utmost to continue fulfilling its obligations. In these circumstances, this MoU may be terminated immediately without penalty by written notice from one party to the other.

11. Composition and address of Said Institute

The Said Institute shall furnish to Dr. Reddy's all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Said Institute and proof of its registration with

the concerned government and statutory authorities required for running the Said Institute.

That the Said Institute shall always inform Dr. Reddy's in writing about any change in its address or the names and addresses of its key personnel. Further, the Said Institute shall not change its ownership without prior approval of Dr Reddy's.

12. Notice

Any notice or other communication required or permitted to be given between the Parties under this MoU shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

If to the COMPANY:

Kind Attention: Head HR-Global Manufacturing Operations

Address: Dr. Reddy's Laboratories Ltd

Formulations Tech Ops-II,

Bachupally, Telanagana-500090(India)

If to **VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH,**

Kind Attention: Principal

VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, NARSAPUR

13. Miscellaneous:

- a) Amendment: All/any modification leading to changes in the MoU shall be considered only when accepted mutually in writing by both the Parties by signing amendment to the MoU.
- b) Assignment: This MoU cannot be assigned by either Party without the prior written consent of the other party. Any such assignment shall be void.
- c) Entirety: This MoU is intended to create legally binding obligations between both the Parties. This MoU represents the entire MoU between the Parties and supersedes all previous or other writings and understandings, oral or written, and any further modifications to this MoU, if required, shall only be made in writing.
- d) If, for any reason, a court of competent jurisdiction finds any provision of this MoU, or portion thereof, to be unenforceable, that provision of the MoU will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this MoU shall continue in full force and effect (Severability).
- e) The Said Institute hereby agrees that it shall at all times be an independent contractor responsible for the compensation and supervision of all its employees, agents, and consultants.
- f) At any time any indulgence or concession granted by the Dr. Reddy's shall not alter or invalidate this MoU nor constitute the waiver of any of the provisions hereof after such time indulgence or concession shall have been granted. Further, the failure of Dr Reddy's to enforce at any time, any of the provisions of this MoU or to exercise any option which is herein provided for requiring at any time the performance by the Said Institute of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this MoU nor in any way affect the validity of this MoU or any part thereof or the right of the Dr Reddy's to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.
- g) This MoU may be executed in two or more counterparts, all of which constitute one and the same legal

instrument.

- h) The headings of the articles and paragraphs of this MoU are for convenience only and in no way limit or affect the terms or conditions of this MoU.
- i) During the term of this MoU and any extension thereafter the Said Institute agrees and undertakes that, without first obtaining the prior written consent of Dr. Reddy's, it will not either directly or indirectly through a third party individual or firm solicit, offer or recruit any employee, business associate, sub-contractor or offer any kind of subcontracting business opportunity to or knowingly employ any employee of the other Party irrespective of whether they were assigned to or served Dr. Reddy's.
- j) The Said Institute acknowledges that the remedies available at law for any breach by the Said Institute of the provisions of the restrictive covenants will be inadequate and that Dr. Reddy's shall be entitled to injunctive relief against the Said Institute in the event of any such breach, in addition to any other remedy and damage available. The Said Institute further acknowledges that the restrictions contained herein are reasonable, but agrees that if any court of competent jurisdiction shall hold such restrictions unreasonable as to time, geographic area, activities, or otherwise, such restrictions shall be deemed to be reduced to the extent necessary in the opinion of such court to make them reasonable.
- k) The Said Institute hereby agrees that it has reviewed all the terms of the MoU and has obtained an independent opinion on the terms of the MoU and here by understand that all the terms are reasonable and waives all its rights to raise any claim or any defense in the future on the unreasonableness of any of the provisions of this MoU.

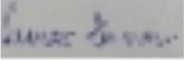
(Signature page follows)

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE AGREED TO SIGN THE MOU ON THE DAY NAMED FIRST ABOVE.

For and on behalf of
DR. REDDY'S LABORATORIES LIMITED

In the Presence of:

DocuSigned by:


9A1B0B0C3F15476...
Name: Saurav Kumar.

Designation: Head HR, Global Manufacturing Organisation

DocuSigned by:

Kolli Srinivas Reddy

392F3D3EC8884A9...
Kolli Srinivas Reddy

Group Controller

DS


Tanushree Ghosh

Legal Counsel

For and on behalf of

VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH,

In the Presence of:

DocuSigned by:

Ramesh Alluri

7BF194A2B457472...
Ramesh Alluri

Dr

Annexure A
Details of the Program
SYLLABUS FOR FORMULATION TECHNICAL OPERATIONS
CERTIFICATE IN PHARMACEUTICAL PROCESS TECHNOLOGY (OSD) PART 1
(At identified academic institute)

TABLE-I Certificate in Pharmaceutical Process Technology (OSD Part-I)

Subject	Theory	Practical
	Hours	Hours
Health Education & community pharmacy	13	
Human Anatomy & Physiology	14	
Pharmacology & Toxicology	10	
Pharmaceutical Chemistry	11	
Pharmaceutical Jurisprudence	10	
Basic Pharmaceutics	35	
Applied engineering basics	56	
Personnel effectiveness	40	
Basic Computers (Theory and Practical)	24	
Assessment	8	
Opening and Valedictory Session (Certification)	12	
	233	

1. HEALTH EDUCATION AND COMMUNITY PHARMACY

THEORY (13 hours)

TOPICS	HOURS
Introduction to Pharmaceutical Sciences; History of Pharmacy, Pharmacy in Indi, Various system of medicines in India, various famous physicians from the ancient time in India and the world	1
Concept of health: Definition of physical health, mental health, social health, spiritual health determinants of health, indicatory of health, concept of disease, natural history of diseases, the disease agents, concept of prevention of diseases.	1
Nutrition and health: Classification of foods, requirements, diseases induced due to deficiency of proteins, vitamins and minerals-treatment and prevention.	2
First aid: Emergency treatment in shock, snake-bite, burns, poisoning, heart disease, fractures and resuscitation methods, Elements of minor surgery and dressings	1
Environment and health: Source of water supply, water pollution, purification of water, health and air, noise, solid waste disposal and control.	1
Fundamental principles of microbiology: History of Microbiology, morphology and structure of a typical bacteria, pathogenic bacteria Sterilization: Dry heat, moist heat, filtration, gaseous, radiation Disinfectants: Antiseptics, germicides, bactericides, preservatives	4
Common Human Disease Communicable diseases: Causative agents, mode of transmission and prevention. Respiratory infections-chicken pox, measles, influenza, diphtheria, whooping cough and tuberculosis. Non-communicable diseases: causative agents, prevention, care and control.	2
Epidemiology: Disease transmission. Immunity and immunization. Principles of disease control and prevention,	1

DS


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2. HUMAN ANATOMY AND PHYSIOLOGY

THEORY (14 Hours)

TOPICS	HOURS
Scope of Anatomy and physiology. Definition of various terms used in Anatomy. Structure of cell, function of its components	1
Elementary tissues: Elementary tissues of the body, i.e. epithelial tissue, muscular tissue, connective tissue and nervous tissue.	1
Muscular System: Structure of skeletal muscle, physiology of muscle contraction. Names, positions, attachments and functions of various skeletal muscles. physiology of neuromuscular junction.	1
Skletal System: Structure and function of Skelton .Classification of joints and their function. Joint disorders.	1
Cardiovascular System: Composition of blood, functions of blood elements. Blood group and coagulation of blood. Brief information regarding disorders of blood. Name and functions of lymph glands. Structure and functions of various parts of the heart .Arterial and venous system with special reference to the names and positions of main arteries and veins. Blood pressure and its recording. Brief information about cardiovascular disorders.	3
Respiratory system: Various parts of respiratory system and their functions, physiology of respiration.	1
Urinary System: Various parts of urinary system and their functions, structure and functions of kidney. Physiology of urine formation. Patho-physiology of renal diseases and edema.	1
Central Nervous System: Various parts of central nervous system, brain and its parts, functions and reflex action. Anatomy and physiology of automatic nervous system.	2
Sensory Organs: Elementary knowledge of structure and functions of the organs of taste, smell, ear, eye and skin. Physiology of pain.	1
Digestive System: names of various parts of digestive system and their functions. structure and functions of liver, physiology of digestion and absorption.	1
Endocrine System: Endocrine glands and Hormones. Location of glands, their hormones and functions. pituitary, thyroid. Adrenal and pancreas	1

3. PHARMACEUTICAL CHEMISTRY

THEORY (11 Hours)

TOPICS	HOURS
Quality control of Drugs and pharmaceuticals- Role and Importance of quality control, equipments and instruments used in quality control. Grades of chemicals and reagents.	2
Pharmaceutical Analysis: General Introduction to Pharmaceutical Analysis, Qualitative and Quantitative analysis, Instrumental Analysis: Spectroscopic methods, chromatographic methods, refractrometry, colorimetry, potentiometry, Volumetric Analysis: Neutralization, redox, complex formation, Precipitation titration	3
Analysis of water: Types of water used in pharmaceuticals, Pharmacopoeial analysis of water	1
Sources of Impurities in pharmaceutical substances, Acceptance sampling	1
Stability: Concept of stability, drug degradation pathway, regulatory basis-ICH Guidelines ICH Q1, shelf life determination, climatic zoning	2
Metrology- System of weights and measures. Calculations including conversion from one to another system.	2

4. PHARMACOLOGY & TOXICOLOGY

THEORY (10 hours)

TOPICS	HOURS
Introduction to pharmacology, scope of pharmacology.	2
Routes of drug administration	2
Introduction of different dosage forms. Their classification with examples-their relative applications. Familiarization with new drug delivery systems. SR, ER, TR, CR	2
ADME	2
Therapeutic categories	2

5. PHARMACEUTICAL JURISPRUDENCE THEORY (10 hours)

TOPICS	HOURS
Origin and nature of pharmaceutical legislation in India , its scope and objectives. Evolution of the "Concept of pharmacy" as an integral part of the Health care system.	1
Principles and significance of professional Ethics . Critical study of the code of pharmaceutical Ethics drafted by pharmacy council of India.	1
The Drugs and Cosmetics Act,1940 -General study of the Drugs and cosmetics Act and the Rules there under. General study of the schedules with special reference to schedule M, Pharmacopoeas	2
Regulations: Overview of pharmaceutical regulatory bodies operating in Brazil, Russia, India, Europe, US	1
Basic cGMP principles: Basic cGMP Principles, 10 commandments of cGMP, personal hygiene, ICH Guidelines ICH Q8, Q9 and Q 10, 21CFR, Schedule M	3
Overview of Formulations development process (API to Packaging), NDA, ANDA	1
Overview of complaints, recalls, warning letters, 483s, penalties etc	1

6. APPLIED ENGINEERING

THEORY (56 Hours)

6.1. BASIC ENGINEERING SKILL (4 Hours)

TOPICS	HOURS
Fitting & Drilling: Hand tools. Their types, characteristics, Use, Do's & Don's, specification and sizes, Like Files, Calipers, scribes, Vices, Scale, Gauges, Hammers, Pliers, Screw Drivers, Chisels & punches, Hacksaw, Selection of Hacksaw Blades, Various types of Spanners, L & N Keys, Screw drivers etc, Introduction to Drilling Machine, types of Drilling Machine, Drill bits & reamers, their description, size, types & use , Taps & Dies, Care to be taken while Drilling and use Taps & Dies.	2
Maintenance Concepts: Preventive maintenance, predictive maintenance, breakdown maintenance, spares, inspection, keeping the machine efficiency, partnership with operator and maintenance, reliability centered maintenance, operator care, CLITA, how to direct mechanic.	2

6.2. MECHANICAL ENGINEERING (10 Hours)

TOPICS	HOURS
Machine elements: Structure, classification, applications, and typical troubles of: bolt and nut; keys; bearing; gear; belt and pulleys; chain and joint.	2
Faulty Finding and Adjustment of Accuracy: Structure and specification of mechanical transmissions such as spindles, gear trains, and driving gears. Finding faults in machine elements by checking noises and temperature. Methods to adjust machine elements (LLF)	2
Lubricant Management: Functions and effects of lubricant in driving systems Classification, specification, lifetime and viscosity of lubricant. Inspection and maintenance of lubricator , Usage and maintenance of grease.	2
Introduction to pneumatics- Definition, force, pressure and its units; Physical Fundamentals: - Air composition, definition of atmospheric pressure, absolute pressure, gauge pressure; Safety requirements for pneumatic systems; Air compressors:- Principle operation of reciprocating compressor and applications; Air receiver; Functional description of pressure gauge, FRL (Filter, regulator, lubricator) service unit;	1
Basic Hydraulics: Pascal's law; Application of hydraulics Hydraulic Pump:- Concept of positive displacement and non-positive displacement pumps; Positive displacement pumps – Functional description of Gear pump, Vane pump, Piston pump, Function of fluid, type of fluid, Hydraulic actuators:- Functional description of hydraulic element:-- single and double acting cylinder, hydraulic gear motor	3

Hydraulic circuit:- brief description of hydraulic circuit of regeneration circuit, counter balance circuit, by pass circuit, pressure sequence circuit; General maintenance procedure for hydraulic and pneumatic control system.	
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6.3. ELECTRICAL ENGINEERING (16 Hours)

TOPICS	HOURS
Basics of Electrical Engineering: Types, grades, shapes and sizes of insulated wires and cables, their proper selection and use, cable termination, cable safety, different type of joints e.g. Britannia, Straight, Tee, Western union, letters signs and symbols used in Electrical Technology. Ohm's Law & its application, Concept of Electrical Circuit e.g. Series, Parallel and Mixed Circuits. Identification of AC & DC Meters. Resistance and laws of resistance, Kirchoff laws and their application, Wheat stone bridge and its application,	3
Electrical safety: Good Electrical Practices, electrical zoning, Earthing and bonding concepts and equipments,	1
Power Generation: Various ways of electrical power generation, Thermal, Hydro electric, Nuclear, Non-Conventional	1
Electrical Supply System: Typical power supply scheme, Comparison of AC and DC transmission. Advantages of High transmission voltage. Various systems of power transmission and their comparison.	1
Power Distribution System: Classification of distribution system-AC distribution,	1
Introduction to Switch Gear: Essential features of switchgears. Switch gear equipments, bus-bar arrangement,	1
Introduction to protection schemes: Types & Characteristics of relays	1
Circuit Breakers: Circuit breakers, Classification of circuit breakers, MCB, ELCB and its application.	1
Fuses: Desirable characteristics of fuse element, Fuse element material	1
Transformers: Introduction, types (Step up and Step down), Power transformers, Distribution transformers,	1
Motors: Introduction to Induction Motor and Servo motors, Applications, types of motors AC and DC motors, Application of AC and DC Motors.	1
Electromagnetism: Magnets , their types, properties, terms and their definition used in magnetism, electromagnets and their advantage on permanent magnet, various laws applied in electro-magnetism, construction and principles of working of solenoids, Electromagnetic Induction, types of induction, Faraday's law, Lenz's law, ampere rule, eddy current, Alternating current(AC) , RMS value, Max value , Average Value , Inductance , Capacitance , Reactance Impedance, Power Factor, Ac generation sources and methods, Brief concept of 3 phase AC Supply also. Application of electromagnetic induction: Transformer principle, construction and working of Transformer, classification and types of transformer,	3

6.4. BASIC ELECTRONICS (3 Hours)

TOPICS	HOURS
Passive Components: Resistor, Capacitors & Inductor, Moving coil & Moving Iron meter. Working principle of analog Multimeters. Conductor,	1
Insulator and Semi-Conductor: P Type and N-Type semi-conductors. P-N Junction, Diode Construction, transistors, LED, LDR, IRED, LCD, etc.	2

6.5. MEASUREMENT & MEASURING INSTRUMENTS (19 Hours)

TOPICS	HOURS
System of Units and Basic Measurement : Fundamental & Derived Units, Length, mass, Time & temperature Measurement, Accuracy & Precision of Measuring Instruments, Error in Measurements, Significant Figures, Revision of definition of physical quantities and their mathematical relation to other quantities, Dimensions of Physical quantities, Dimensional analysis and its applications, their SI units,	2
Theory of errors: Accuracy & Precision, Repeatability & reproductability, Limits of Errors, Systematic & Random error, combination of errors, sensitivity, threshold, drift, calibration.	1

Velocity Measurement: Measurement of Linear velocity,, mechanical tachometer, Electrical tachometer, stroboscope and stroboscopic method of instruments of angular velocity, Measurement of Vibrations, Accelerometer and their types.	1
Pressure Measurement:- What is pressure, Theory of Pressure: What's pressure, absolute pressure, atmospheric pressure, differential pressure, elastic pressure, pressure unit, Bourdon tube pressure gauge its principle construction , Differential pressure gauges	1
Specific Gravity & Viscosity: Definition of density, specific gravity, Hydrometers	1
Flow: Introduction to flow Theory of flow, description about, stream flow, measurement of pH and conductivity, flow measuring techniques, and flow measurement methods, variable head flow meters, Differential pressure flow meter, Orifice plates, Ventura Tubes, Flow nozzles, Pitot tubes, and Rota meters. Electromagnetic and ultrasonic flow meters, Vortex flow meters, Mass flow type meters. Shunt flow meters.	1
Level: Float type, Displacement type, Hydrostatic type, Diaphragm type, Differential pressure method, Electrical conductivity method, Capacitance level, Ultrasonic and nucleonic gauges, Capacitance Probes, Solid level detectors. Air type level measuring instrument, Working principles and construction Displacement and capacitor type level instruments Description and use of "U" tube monometer well type and inclined.	1
Thermal & Temperature: Temp, Scales, resistance thermometry, General purpose thermo couples, J/K/R/S & PT-100(RTD) etc, Mineral Insulated Thermo couples, principle of thermocouples. PTC/NTC Thermostats, Construction & Principle of working, operation of Liquid-in-glass thermometer and Liquid-in-metal thermometers, Construction & Principle of working, operation and testing of Vapour, pressure thermometer. Construction & Principle working, operation and testing of Bimetallic thermometer. Construction of Moving coil pyrometer. Construction, repairing and testing. Resistance thermometer. Definition, of pyrometer, Optical pyrometers, principle, Construction operation of different types, Radiation pyrometer principle and operation.	5
Strain Measurements: Electrical strain gauges wire & foil type materials, Adhesives configuration, Protective coatings, Bonding, Temp. Compensation, calibration, Applications Renaissance gauges.	1
Sensors : Proximity sensors, Photo electric Sensors, plug type sensors, univocal, bipolar, techo, leno, liner, FD, Button, Square, level sensors, float type of sensors, Inductive, Capacitive, optical, & Magnetic Proximity sensors Magnetic Float switches & Read Switches.	1
Basics of Control systems, block diagram of Functional elements & their types, Open loop/Closed loop, concept of feedback, Transfer function, PID, gain margin stability, Single point temperature controller & multi point controller.	1
Indicator, Recorders and controllers : Single point indicator, multi point indicator, analog and digital indicators,	1
Recorders : Analog recorders, digital recorder, operating mechanism, strip charge recorders, circular recorders, x-y recorders, single point, multipoint recorders, Part 11 compliance, validation	1
DATA LOGGERS, data acquisition system, supervisory control system, direct digital control, concept of programmable logic control(PLC)	1

6.6. UTILITIES (4 Hours)

TOPICS	HOURS
HVAC: principles of Air-conditioning, principles of humidity and humidity control, Air filters, clean room classification as per ISO14644	2
Water system: Types of water, sources of water, water treatment (purification), pharmaceutical water specifications	1
Boiler and steam generation system, process steam, pure steam, boiler act	1

7. PERSONNEL EFFECTIVENESS

THEORY (40 Hours)

Communicating English: Sentence structure, parts of speech, tenses, types of sentences, active and passive voice, reported speech,



Life skill education

1. Self-awareness
2. Empathy
3. Interpersonal relationship
4. Communication skills
5. Team building and team work
6. Leadership and motivation
7. Self-Management
8. Assertiveness
9. Personal hygiene
10. Values
11. Self-Discipline
12. Respecting resources (Time, Money, machine, product, people etc),
13. Taking initiative/ pro activeness / confidence.

8. COMPUTER BASICS

THEORY (24 Hours)

MS-Office, MS word, MS Excel, MS Power Point.



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Legal Counsel
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건국대학교
글로벌캠퍼스

MEMORANDUM OF UNDERSTANDING

Between the

Dept. of Pharmacology, Vishnu Institute of Pharmaceutical Education and Research (VIPER)

And

Dept. of Biotechnology, College of Integrated Biosciences, Konkuk University

Recognizing the importance of Scientific Research, the Dept. of Biotechnology, College of Integrated Biosciences, Global Campus, Konkuk University, Chungju, South Korea and the Dept. of Pharmacology, VIPER, Narsapur, Medak district, Telangana -502313, India, hereby acknowledge that both departments agree to collaborate in research activities.

By signing this memorandum both departments agree to cross promote the research work of each other whenever possible and relevant.

The departments also agree to joint collaborate on selected occasions, identified by the undersigned, with terms of such joint research activities to be set forth in writing and signed by both parties.

The departments hereby represent and warrant that each person whose signature appears hereon has been duly authorized and has full authority to execute this memorandum on behalf of the department for whom such signature is indicated.

Signed on this 3rd July 2019

Prof. Ramesh Alluri, PhD.,
Principal, Head, Dept. of Pharmacology,
VIPER, BVRII, Narsapur, Medak Dt.
Telangana-502313,
India.
Phone: +91-8458-222087
Email: principal@viper.ac.in

Prof. Chang-II Kim, PhD.,
Chairman, Dept. of Biotechnology,
College of Integrated Biosciences
Global campus, Konkuk University,
Chungju-27478, South Korea
Phone: 182-43-840-3614
Email: changil.kim@kku.ac.kr

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Education & Research**

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t : 08458 222 087 / 88, f : 08458 222 002
e : vipen@vipen.ac.in
www.vipen.ac.in
www.srvishnu.edu.in

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made and entered into on the 01/11/ 2019

Between

Vishnu Institute of Pharmaceutical Education and Research is having office at Sangareddy-
Narsapur Rd, Narsapur, Telangana 502313 called Party of the First Part (which expression
whenever the context so requires or permits, shall mean and include successors in office and
assignees)

And

India Matters Foundation, a registered Charitable Trust established under the Trust Act
represented by its Managing Trustee Mr. Jay Kumar Kanu, having their office at E1, 80
Nungambakkam High Road, Chennai 500034, Tamil Nadu.

And whereas

The party of the first part is a college in India and focuses primarily on imparting education.

And Whereas

The party of the second part "India Matters Foundation" works towards

- Developing young India's to become global citizens with globally benchmarked knowledge and skills to be successful in the 21st century's Global Market Place
- Facilitating exchange of views and knowledge between Indian and International educators
- Showcasing Indian youth and India's Education sector internationally

And whereas

India Matters Foundation do presents the "Global Education and Careers Forum" (GECF).
GECF is a leading professional consortium of educators in India and internationally,
government agencies and NGOs who share the vision that young Indians must be equipped
with globally demanded skills, in knowledge and experience to be successful in the 21st
century's Global Market Place. GECF works towards developing our students to become
global citizens, on a not-for-profit basis. Further we believe that an exchange of views
between educators from different countries can not only enhance those who they meet but
also those they educate.

It is hereby mutually agreed to by both parties to work in partnership to support the above
causes.

India Matters foundation seeks the following support from your school/college

- Host seminars, conferences and workshops by faculties of international universities on your campus and for relevant target group
- Conduct seminars/ counselling sessions for your students on overseas education opportunities
- Provide a list of students from your institution interested in studying overseas.
- Encourage students to participate in the activities of the GECF.

Financial Terms

- All activities of Indian Matters Foundation will be on a not for profit basis
- India Matters Foundation through a consortium on International Universities will sponsor the participation of one faculty member from your college at the proposed "Global Education and Careers Summit" to be held in the United Kingdom in November 2020, if 7 students from your college are recruited to participating international universities.

Both parties hereby agree that the terms and conditions for the above individual activities shall be mutually agreed and reviewed and updated from time to time

This Agreement will be in force until either party revokes it in writing. This agreement shall become effective from today, the 1st November 2019 upon signing of this Agreement.

For India Matters Foundation

Vijay Kumar Nair, Managing Trustee,
Mobile: +91-9840022612,

For Vishnu Institute of Pharmaceutical
Education and Research



CSIR



COLLABORATION AGREEMENT

കേരളം കേരल KERALA

BY 345755

This Collaboration Agreement is entered on this 26th day of June, Two Thousand and Eighteen at Thiruvananthapuram

between

Dr. Ramesh Bahu Boga, S/o Lakshmi Kantham, residing at 16-23-62E, Pallamaraju Nagar, Road# 3, Kakinada, E.G. District, Andhra Pradesh -533001 and Mrs. Sarada Boga, D/o Sanda Sreenivasulu residing at 16-23-62E, Pallamaraju Nagar, Road# 3, Kakinada, E.G. District, Andhra Pradesh -533001, all the partners of M/s. BogaR Laboratories, S.No. 400-1A/2B, R.B. Kothuru Road, Rayabhupalapatnam, Peddapuram, E.G. District, Andhra Pradesh -533437, a Partnership Firm constituted under the provisions of the Section 5B(1) of Indian Partnership Act, 1932 and registered at The Registrar of Firms, Kakinada, Govt. of Andhra Pradesh as Register No. 667-2006 (hereinafter referred to as "BOGAR" which expression unless repugnant to the context shall mean and include its successors in interest, assignees, etc) of other part.

and

Vishnu Institute of Pharmaceutical Education and Research (VIPER) & Sri Vishnu College of Pharmacy (SVCP), represented by its Director, having offices at Bhimavaram-534202, W.G. District, Andhra Pradesh, and Narsapur-502313, Medak District, Telangana State, hereinafter referred as the VISHNU INSTITUTIONS, "VISHNU" which expression unless repugnant to the context shall mean and include its successors in interest, assignees, etc) of other part.

And

Handwritten signatures and initials: M.L., BSA, and a signature that appears to be 'Ramesh'.

Handwritten signature: Chinnath...

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Page 1 of 9
21 JUN 2018

Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110 001 acting through its National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram - 695 019 (hereinafter referred to as "CSIR-NIIST", which expression shall, unless it be repugnant to the context shall mean and include its successors and assignees) of the one part;

(Individually referred to as "the Party" and collectively referred to as "the Parties")

Whereas, **Dr. Ramesh Bahu Boga**, is a Managing Partner and Chief Scientific Officer, at Bogar Laboratories (BOGAR) has expertise in Biochemistry, Clinical Chemistry, Organic and Medicinal Chemistries.

Whereas, **Dr. V. V. S. Rajendra Prasad**, Professor of Department of Pharmaceutical Chemistry at Vishnu Institute of Pharmaceutical Education and Research (VIPER) in VISHNU, has expertise in Medicinal Chemistry & Cell Biology.

Whereas, **Dr. L. Ravi Shankar**, Scientist at CSIR-NIIST, has expertise in synthetic organic chemistry, medicinal chemistry and natural products.

Whereas, BOGAR is involved in contract research of drug discovery and diagnostic development, and custom synthesis of small molecule building blocks, protein conjugates, etc.

And whereas, VISHNU is a premier educational and research institution having gained international reputation in various fields involved in development of Anti-cancer agents and biochemical studies;

And whereas, CSIR-NIIST is engaged in research and development in various multidisciplinary and cutting edge areas including medicinal chemistry, natural products chemistry, and inhibitor synthesis; (Hereinafter referred as PROJECT); and endeavor to submit project proposals jointly to funding agencies like DST, DBT, CSIR, etc.

Now, therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1) DEFINITIONS

As used in this collaboration agreement, capitalized terms have the meanings given them below or elsewhere in this agreement:

1.1. **Materials** mean those experimental materials and data, which one party may provide to







the other in connection with the PROJECT.

- 1.2 **Invention** means any invention, discovery, information patentable or not including results of investigations, that is conceived, discovered and reduced to practice in performance of the PROJECT.
- 1.3. **Confidential Information** means scientific, business or financial data or other proprietary information owned by or belonging to **BOGAR** and/or **VISHNU** and/or **CSIR-NIST** including but not limited to Knowledge associated with the material and inventions/results of PROJECT investigations which are clearly marked as confidential in writing provided that such information:
 - 1.3.1. is not publicly known or available from other sources, which are not under a confidentiality obligation to the source of the information;
 - 1.3.2. has not been made available by its owners to others without a confidentiality obligation;
 - 1.3.3. is not already known by or available to the receiving party without a confidentiality obligation;
 - 1.3.4. is not independently developed by the receiving party;
 - 1.3.5 does not relate to potential hazards or cautionary warnings associated with the performance of the PROJECT or is not required to be disclosed under operation of law.

2) RESPONSIBILITIES OF BOGAR

BOGAR will share the material and associated knowledge of synthesis and inhibitors for research by **VISHNU** and/or **CSIR-NIST**.

- a) Information required for formulating project proposals
- b) Medicinal chemistry and design of kinase inhibitors.
- c) Synthesis and purification of kinase inhibitors and conjugation of other p-ep inhibitors
- c) Supply of intermediate chemicals for the synthesis of small molecule based inhibitors which need to be synthesized at CSIR-NIST
- d) Exchange of knowledge about the standard synthetic methods

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3) RESPONSIBILITIES OF VISHNU

VISHNU will share the material and associated knowledge of docking and biological studies for research by BOGAR and/or CSIR-NIIST.

- a) Information required for formulating project proposals
- b) Docking studies of kinase inhibitors and other p-gp inhibitors for selected targets
- c) Screening and biological studies with developed kinase inhibitors and p-gp inhibitor conjugates.
- d) Exchange of knowledge about the standard synthetic methods.

4) RESPONSIBILITIES OF CSIR-NIIST

CSIR-NIIST will share the material and associated knowledge of synthesis of inhibitors for research by BOGAR and/or VISHNU.

- a) Synthesis of p-gp inhibitors: Synthesis, purification and characterization of selected inhibitors designed for the PROJECT will be conducted.
- b) Characterization of organic compounds: Complete characterization of organic molecules used in the PROJECT.
- c) Medicinal Chemistry and design of p-gp inhibitors, etc.

4) EXTERNAL FUNDING FOR THE PROJECT

During the tenure of the PROJECT, combined effort of BOGAR and VISHNU and CSIR-NIIST will submit proposals for funding from external funding agencies for strengthening the activities under the PROJECT.

5) SHARING OF MATERIAL AND RESULTS AND INVESTIGATIONS

- a) The materials synthesized under this PROJECT or the data generated as part of the PROJECT will not be distributed or shared by either parties to any other external party without getting written permission from the three parties (BOGAR, VISHNU, and CSIR-NIIST).
- b) Inventions/results of investigations under the PROJECT, published or unpublished

Handwritten signatures and initials in blue ink:
Aleg, OSK, [Signature], [Signature]

that is generated using the materials supplied by either parties will be shared with the researchers at **BOGAR** and **VISHNU** and **CSIR-NIIST** with an understanding that this information will not be shared or transmitted to anyone without the knowledge of all three parties (**BOGAR** and **VISHNU** and **CSIR-NIIST**).

6) **PUBLICATIONS**

- a) Researchers of **BOGAR** and **VISHNU** and **CSIR-NIIST** shall consult with each other for publications based on the joint inventions/results of **PROJECT** investigations and the papers shall be jointly authored.
- b) **BOGAR** and **VISHNU** and **CSIR-NIIST** shall share the credit of all publications arising from collaborative research under the **PROJECT** subject to guidelines from external funding agencies

7) **CONFIDENTIALITY**

- 7.1. During the course of discussions, and/or during the normal course of business between the parties, either party may disclose to the other certain information which it deems proprietary or confidential, and may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, costs, prices, customer lists, marketing plans, goals, sales figures, revenue profits, and other technical, financial or business information respecting existing or planned products to be developed, manufactured, or marketed by either party. Such information shall be deemed confidential and proprietary and subject to restricted use and limited distribution as provided herein if plainly marked "confidential" or "proprietary" or with language of similar meaning, or otherwise disclosed under circumstances which reasonably suggest the confidential nature of the information, whether provided in written, encoded, graphic or other tangible form, including any electronic or magnetic form. Information provided orally shall also be deemed confidential and proprietary if identified as being confidential and proprietary at the time of disclosure and confirmed in



writing to be so by the disclosing party (Discloser) to the receiving party (Recipient) at the time of disclosure or within thirty (30) days of disclosure.

- 7.2 Each party's obligation of confidence detailed under 1.7.1 shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information. This obligation shall exist while this agreement is in force and for a period of five years thereafter
- 7.3. **BOGAR and VISHNU and CSIR/NIIST** shall require its scientists, officers, employees, not to, at any time, directly or indirectly during the term of this agreement and after its termination, divulge to any person, firm or corporation any information furnished by either of the parties or otherwise acquired by the parties during the tenure of this agreement so that the interest of **BOGAR and VISHNU and CSIR-NIIST** are in no way affected.

8) INTELLECTUAL PROPERTY RIGHTS

- 8.1. Inventions conceived, discovered and reduced to practice solely by **BOGAR**, or its employees, agents will be owned by **BOGAR**. **CSIR-NIIST** and **VISHNU** shall not make any claim to the sole invention by **BOGAR**.
- 8.2. Inventions conceived, discovered and reduced to practice by solely **VISHNU**, or its employees, or agents, will be owned by **VISHNU**. **BOGAR** and **CSIR-NIIST** shall not make any claim to the sole invention by **VISHNU**.
- 8.3. Inventions conceived, discovered and reduced to practice by solely **CSIR-NIIST**, or its employees, or agents, will be owned by **CSIR-NIIST**. **BOGAR** and **VISHNU** shall not make any claim to the sole invention by **CSIR-NIIST**.
- 8.4. Inventions conceived, discovered and reduced to practice jointly by scientists/employees of **BOGAR** and **VISHNU** and **CSIR-NIIST** will be owned by all three parties, **BOGAR** and **VISHNU** and **CSIR-NIIST** and the extent of ownership will be decided by mutual consensus between **BOGAR** and **VISHNU** and **CSIR-NIIST** ("Joint Inventions"). **BOGAR** and **VISHNU** and **CSIR-NIIST** will have an undivided share on Joint Inventions, so that all the parties cannot transact independently the rights on Joint Inventions.

8.5. Patent Prosecution and Expenses: Unless the parties agree in writing otherwise, the filing, prosecution, defence and maintenance of all Patents for Joint Inventions will be conducted jointly in the name of all parties and controlled by them jointly, acting reasonably and in good faith

8.6. Licensing: Each party reserves the right to license its interest in its Sole Inventions, and neither party shall have any right to compensation in connection with any such license granted by the other. However in the case of Joint Inventions the parties cannot license independently.

9) **DISPUTE RESOLUTION**

In case of any disputes, both the parties agree to resolve it by mutual discussions.

10) **TERM AND TERMINATION**

This Collaboration Agreement will remain in effect for three (3) years from the date first written above unless terminated sooner or extended in writing signed by the parties in accordance with this agreement.

10.1 Termination: Either party may terminate this Collaboration Agreement upon thirty (30) days written notice.

11. **GENERAL**

11.1. Assignment: Neither party may assign or delegate its rights or obligations under this Collaboration Agreement without the express written consent of the other party.

11.2. Entire Collaboration Agreement: This Collaboration Agreement constitutes the entire Collaboration Agreement between the parties relating to the Research Program, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

11.3. Notices: Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this Collaboration Agreement, will be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by overnight courier/ speed post or e-mail (to Bugar: info@bugarlabs.com; brameshb@msn.com; and to VISINU: director@svcp.edu.in; rajendraprasad.vvs@viper.ac.in; and to CSIR-NIIST: director@nlist.res.in;

[Handwritten signatures and initials]

ravishankar@niist.res.in).

- 11.4. **Applicable Law:** This collaboration Agreement will be construed and enforced in accordance with the laws of India.
- 11.5. **Headings:** Headings included herein are for convenience only, and will not be used to construe this Collaboration Agreement.
- 11.6. **Relationship of Parties:** For the purposes of this Collaboration Agreement and all services to be provided hereunder, each party will be, and will be deemed to be, an independent party and not an agent or employee of the other party. Neither party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other parties, except as explicitly provided for herein or authorized in writing.
- 11.7. **Severability:** If any provision of this Collaboration Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Collaboration Agreement.
- 11.8. **Force Majeure:** Neither party will be liable for any failure to perform as required by this Collaboration Agreement, if the failure to perform is caused by circumstances reasonably beyond such party's control, such as labour disturbances or labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

12) SEAL OF PARTIES

IN WITNESS WHEREOF, the parties have caused this Collaboration Agreement to be executed in three originals by their duly authorized representatives as of the date first written above, one of these has been retained by BOGAR and VISHNU, and CSIR-NIIST.

The block contains three handwritten signatures in blue ink. From left to right: the first signature is 'Ravi', the second is 'Joshi', and the third is 'Dhanraj'. Each signature is written over a horizontal line.

For and on behalf of BOGAR	For and on behalf of VISHNU	For and on behalf of CSIR-NIIST
 (Dr. RAMESHBABU BOGA) Managing Partner, BOGAR	 (MR. R. RAVICHANDRAN) Vice-Chairman, VISHNU	 (Dr. C. CHANDRA SEKHAR BHAT) Head, Business Development, CSIR-NIIST
 (Mrs. SARADA BOGA) Partner, BOGAR	 (Dr. D. Basava Raju) Director, SVCP, VISHNU	 <p> प्रधान / HEAD अनुसंधान योजना एवं व्यवसाय विकास विभाग Research Planning & Business Development Division जी एच आर आर एन आई आई विज्ञान एवं प्रौद्योगिकी संस्थान CSIR-National Institute for Interdisciplinary Science and Technology (NIIST) भारत सरकार / Govt. of India तिरुवनन्तपुरम / Thiruvananthapuram-695 019 </p>
	<p> DIRECTOR Sri Vishnu College of Pharmacy VISHNUPUR तिरुवनन्तपुरम - 695 007 </p>	<p> (Blank space for stamp or additional text) </p>
<p>Witnesses (Name, Address & Signature)</p> <p>1.  (S. SREEDHAR REDDY)</p>	<p>Witnesses (Name, Address & Signature)</p> <p>1.  CDr. A. Ramesh</p>	<p>Witnesses (Name, Address & Signature)</p> <p>1.  (Dr. L. RAVI SHANKAR) CSIR-NIIST</p>
<p>2.  A. N. V. R. Krishna (Sd/-)</p>	<p>2.  D. Santhosh</p>	<p>2.  R. S. Banerjee by Jeeva Sathya</p>
<p>Peddapuram 26th June 2018</p>	<p>Bhimavaram 26th June 2018</p>	<p>Thiruvananthapuram 26th June 2018</p>



VIPER

Vishnu Institute of Pharmaceutical
Education & Research

Vishnupur, Mareapur
Medak Dist. - 502 313, TS, India.
t : 08458 222 007 ; 88. f : 08458 222 002
e : vipier@vipier.ac.in
www.vipier.ac.in
www.srvishnu.edu.in

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on this 15th day of July 2019 by and between

CHEMILOIDS LIFE SCIENCES PRIVATE LIMITED is a private company. Its registered address is 40-15-14, BRINDAVAN COLONY, LABBIPET, Vijayawada, Andhra Pradesh, India, 520010. Represented by its Director, Dr. AV Krishnamraju (Hereinafter referred to as "CLS") of FIRST PART

and

Vishnu Institute of Pharmaceutical Education and Research, a college established under Sri Vishnu Educational Society approved by AICTE Act, 1987 and affiliated to JNTU, Hyderabad, having its registered office at Plot No.153, Sita Nilayam, Dwarakapuri Colony, Nizampet Road, Bachupally, Hyderabad-500090, represented by its Principal, Dr. A.Ramesh (hereinafter referred to as "VIPER") of the SECOND PART

For the purpose of this MOU **CHEMILOIDS** and **VIPER** shall be collectively referred to as "Parties" and the term "Party" refers to either of them as the context permits.

WHEREAS,

a) **CHEMILOIDS LIFE SCIENCES PRIVATE LIMITED** is a private company. Its registered address is 40-15-14, BRINDAVAN COLONY, LABBIPET, Vijayawada, Andhra Pradesh, India, 520010.

b) **VIPER** is college established as per the rules and regulations of All India Council for Technical Education and Pharmacy Council of India formed through AICTE Act, 1987, offering Various academic Programmes including but not limited to B. Pharmacy, M. Pharmacy with a mission to achieve excellence in pharmaceutical education by adopting innovative ideas both from Pharmacy Education and research.

IN CONSIDERATION TO THE MUTUAL COVENANT AGREED TO BETWEEN THE PARTIES HERE BY AGREE TO BE LEGALLY BOUND BY FOLLOWING TERMS WHICH HERE AFTER GOVERN THE TERMS OF THIS MOU.

I. Purpose:

- a. **VIPER** is a premier educational & research institution having gained international reputation in various fields.
- b. The faculty at the **VIPER** has strong background in the research and working in the field of Cancer biology.
- c. **CLS** is a premier Contract Research Company, having expertise in the fields of Clinical and Medicinal research, commercial production, marketing and distribution of novel heterocyclic products.
- d. Both **VIPER** and **CLS** having evaluated and considered its feasibility and agreed in rendering such collaboration for the purpose of further development of Anti-cancer agents, commercialization, production, marketing and distribution of developed products.

II. Scope:

- a. By virtue of this Agreement, other than **CLS** and **VIPER**, no third party shall lay no claim over the Intellectual Property of the technology of developed new molecules more than those described in these presents.
- b. **VIPER** shall render all assistance to all biochemical and microbiological testing in modification and up-gradation of developed new molecules by engaging and or deploying its personnel as may be required for achieving the ends of this Agreement at the discretion of the Principal Investigator.
- c. **CLS** shall engage its resources in up-gradation and or modification of both for developing novel new molecules into a commercial product as the case may be.

III. Funding:

- a. **VIPER** shall be under no obligation to extend any financial assistance beyond deployment of its personnel as described hereunder.
- b. Each party shall consult the other and obtain express consent of the other before entering into any financial or other arrangements with third parties for the purpose of achieving the objects of this Agreement.

IV. Lead Personnel :

- a. Dr V.V.S.Rajendra Prasad, VIPER shall be the Principal Investigator.
- b. Dr.K.Sreenadh of CFS shall be responsible for the performance obligations of the Collaborative Project(s).

V. Domains & Objectives :

- a. VIPER shall render periodic assistance through its Research Personnel not limited to the Principal Investigator.
- b. The Principal Investigator shall provide all documents including but not limited to drawings, data sheets, flow charts, sample study results, etc. to the Joint-Investigator.
- c. Principal Investigator shall be responsible for Biological screening and biochemical studies.
- d. Joint-investigator shall design and develop new compounds for targets.

VI. Inventive Outcomes :

- a. The Final research outcome shall be titled "Development of Antiinflammatory Agents from Natural Products"
- b. Both parties shall file for Patent Registration as Co-owners with the name of Dr.V.V.S.Rajendra Prasad as the Principal Investigator and Dr.K.Sreenadh as the Joint-Investigator.
- c. Both parties shall at all times ensure the contribution of the other party is duly acknowledged in all paper-work, publications etc. In respect of the collaborative projects.

VII. Certification :

- a. Both Parties shall duly obtain third party certificate of performance and achieving the study objectives and outcomes.

VIII. Tenure & Termination :

- a. The tenure of this Agreement shall be sixty months from this day.
- b. Considering the scope of research involved, both parties agree to mutually discuss for extension of the tenure of this Agreement as the case may be.

- c. **VIPER** shall be at liberty to terminate this Agreement if other Party, **CLS** fails in its obligations under this Agreement.
- d. If either party with due consent of the Principal Investigator and joint investigator decide to terminate this Agreement, such termination shall be subject to the following :
 - i. If such termination is within 6 months, either party will not have any obligation.
 - ii. If it is after 6 months, both party will acknowledge the contribution of other in publication or product if develops.

IX. Commercial exploitation :

- a. In case of development of patentable product or process out of this collaboration the credit or cost sharing will be done as per university norms.
- b. Neither party shall be under any obligation to pay to the other any sum of money under this Agreement
- c. The terms of this part shall survive the tenure or termination of this Agreement and shall continue to bind the parties.

X. Monitoring, Reporting & Evaluation :

- a. Either party shall at all times maintain records of performance of its obligations as shall be reasonably practicable.
- b. Either party shall disclose such records to the Principal Investigator at all times.
- c. The Principal Investigator shall be at liberty to inspect the records after 24 hours prior notice to collaborative party.

The following members shall comprise of the Monitoring, Reporting & Evaluation Committee.

- i. **Dr.V.V.S.Rajendra Prasad (VIPER)**
- ii. **Dr.K.Sreenadh (CLS)**

- d. They shall be responsible to monitor the progress of the above terms of Agreement shall report to the respective parties.
- e. Each party shall be at liberty to review the scope of collaboration at regular intervals of not later than 06 months.

- f. Both parties shall be under obligation to earnestly carry out any recommendation made by the Committee.

XI. Confidentiality & Non-disclosure :


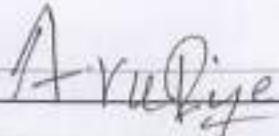


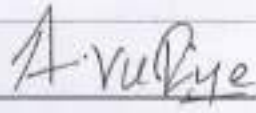
- a. Both parties agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of this agreement and will not disclose the same to any third party without written consent of the other party.
- b. The above confidentiality clause under this agreement excludes information/data not relating to independently developed ideas and information already available through public domain.
- c. The terms of this part shall survive the tenure of this Agreement.

XII. Non-compete :

- a. Neither party shall enter into any agreement with any third party which will or likely to give competitive advantage in respect of developing the same or similar technology with same, similar, higher or inferior results.

XIII. Dispute resolution :

- a. Any dispute or difference shall be solved amicably by mutual consultation and negotiation.
- b. In case of failure to solve the dispute or difference by such mutual negotiation, such dispute or difference shall be referred to Arbitration.
- c. The Arbitration shall be conducted in English language as provided for under the Arbitration and Conciliation Act, 1996.
- d. The place of Arbitration shall be Vijayawada, Krishna District in the State of Andhra Pradesh.
- e. The Principal of VIPER or his nominee shall be the Sole Arbitrator
- f. The cost of Arbitration shall be borne by parties as may be directed by the Arbitrator.
- g. No party shall exercise recourse to any Court of Law without exhausting the above modes of resolution of dispute or difference.

	
<p>PRINCIPAL Vishnu Institute of Pharmaceutical Education and Research (VIPER)</p>	<p>MANAGING DIRECTOR, Chemiloids Life Sciences Private Limited (CLS)</p>
<p>RUBBER STAMP</p> 	<p>RUBBER STAMP</p> 
<p></p> <p>PRINCIPAL INVESTIGATOR VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (VIPER)</p>	<p></p> <p>PRINCIPAL INVESTIGATOR CHEMILOIDS LIFE SCIENCES PRIVATE LIMITED (CLS)</p>



COLLABORATION AGREEMENT

This Collaboration Agreement is entered on 13th of September 2016, at R. B. Kothuru Road, Rayabhupalapatnam, East Godavari District, Andhra Pradesh.

BETWEEN:

VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (VIPER) & SRI VISHNU COLLEGE OF PHARMACY (SVCP), represented by its **DIRECTOR**, having offices at , Bhimavaram-534202, West Godavari District, Andhra Pradesh and Narsapur-502313, Medak District, Telangana, hereinafter referred as the **VISHNU INSTITUTIONS (VIS)**,

AND

BOGAR LABORATORIES, a company registered under the Companies Act, 1956, represented by its **Managing Director**, Dr. Ramesh Babu Boga, having its registered Office at S.No. 4HH/1A/2B, R. B. Kothuru Road, Rayabhupalapatnam, Peddapuram- 533437, East Godavari District, Andhra Pradesh, hereinafter referred as the **BRL**,

which shall unless repugnant to the context or meaning thereof include their respective successors, executors and assigns.

Whereas, the **Joint-Investigator – Dr. Ramesh Babu Boga**, is a Managing Director and Chief Scientific Officer, has expertise in Biochemistry, Clinical Chemistry, Organic and Medicinal Chemistries,

Whereas, the **PRINCIPAL INVESTIGATOR – DR. V.V.S. RAJENDRA PRASAD**, Professor of Department of Pharmaceutical Chemistry of Vishnu Institute of Pharmaceutical Education and Research (VIPER), SVES, has expertise in Medicinal Chemistry & Cell Biology. **Whereas**, both collaborators agreed that the certain further process is required for the completion and commercialization of development of Nitric oxide-kinase-based Anti-cancer agents.

Whereas, the Principal Investigator representing VIPER has discussed the scope of collaboration with Joint-investigator in achieving the objects hereunder and both parties having carefully evaluated the possibilities of mutual contributions in development of Anti-canceragents have agreed to reduce into writing this Agreement

I. Purpose :

- a. VIS is a premier educational & research institution having gained international reputation in various fields.
- b. The Principal Investigator Dr. V.V.S. Rajendra Prasad – at the VIPER has strong background in the research and working in the field of Cancer biology.
- c. BogaR Laboratories is a premier Contract Research Company, having expertise in the fields of Clinical and Medicinal research, commercial production, marketing and distribution of novel heterocyclic products.
- d. Both VIS and BRL having evaluated and considered its feasibility and agreed in rendering such collaboration for the purpose of further development of Anti-canceragents, commercialization, production, marketing and distribution of developed products

II. Scope:

- a. By virtue of this Agreement, other than VIS and BRL, no third party shall lay no claim over the Intellectual Property of the technology of developed new molecules more than those described in these presents
- b. VIPER shall render all assistance to all biochemical and microbiological testing in modification and up-gradation of developed new molecules by engaging and or deploying its personnel as may be required for achieving the ends of this Agreement at the discretion of the Principal Investigator Dr. Prasad.
- c. BRL shall engage its resources in up-gradation and or modification of both for developing novel new molecules into a commercial product as the case may be.

III. Funding :

- a. VIS shall be under no obligation to extend any financial assistance beyond deployment of its personnel as described hereunder.

- b Each party shall consult the other and obtain express consent of the other before entering into any financial or other arrangements with third parties for the purpose of achieving the objects of this Agreement

IV. Lead Personnel :

- a Dr. V V.S Rajendra Prasad – Professor, VIPER shall be the Principal Investigator
- b Dr. B RameshBabu of BogaR Laboratories shall be responsible for the performance obligations of the Collaborative Project(s).

V. Domains & Objectives :

- a VIPER-SVCP shall render periodic assistance through its Research Personnel not limited to the Principal Investigator.
- b. The Principal Investigator shall provide all documents including but not limited to drawings, data sheets, flow charts, sample study results, etc. to the Joint-Investigator.
- c Principal Investigator shall be responsible for Biological screening and biochemical studies.
- d. Joint-investigator shall design and develop new compounds for targets.

VI. Inventive Outcomes :

- a. The Final research outcome shall be titled "Development of anti-cancer agents of kinase-inhibitor-oxadiazole-based molecules".
- b. Both parties shall file for Patent Registration as Co-owners with the name of Dr. Prasad as the Principal Investigator and Dr. RameshBabu Boga as the Joint-Investigator.
- c Both parties shall at all times ensure the contribution of the other party is duly acknowledged in all paper-work, publications etc. in respect of the collaborative projects.

VII. Certification :

- a Both Parties shall duly obtain third party certificate of performance and achieving the study objectives and outcomes.

VIII. Tenure & Termination :

- a The tenure of this Agreement shall be sixty months from this day.

- b. Considering the scope of research involved, both parties agree to mutually discuss for extension of the tenure of this Agreement as the case may be.
- c. VIPER/SVCP shall be at liberty to terminate this Agreement if other Party, BRL fails in its obligations under this Agreement.
- d. If either party with due consent of the Principal Investigator and joint investigator decide to terminate this Agreement, such termination shall be subject to the following :
 - i. If such termination is within 6 months, either party will not have any obligation.
 - ii. If it is after 6 months, both party will acknowledge the contribution of other in publication or product if develops.

IX. Commercial exploitation :

- a. In case of development of patentable product or process out of this collaboration the credit or cost sharing will be done as per university norms.
- b. Neither party shall be under any obligation to pay to the other any sum of money under this Agreement.
- c. The terms of this part shall survive the tenure or termination of this Agreement and shall continue to bind the parties

X. Monitoring, Reporting & Evaluation :

- a. Either party shall at all times maintain records of performance of its obligations as shall be reasonably practicable.
- b. Either party shall disclose such records to the Principal Investigator at all times.
- c. The Principal Investigator shall be at liberty to inspect the records after 24 hours prior notice to collaborative party.
- d. The following members shall comprise of the Monitoring, Reporting & Evaluation Committee.

i. Dr. V.V.S. Rajendra Prasad of VIPER/VIS

ii. Dr. B. Ramesh Babu of BogaR Laboratories;

- c. They shall be responsible to monitor the progress of the above terms of Agreement shall report to the respective parties.

- f. Each party shall be at liberty to review the scope of collaboration at regular intervals of not later than 06 months
- g. Both parties shall be under obligation to earnestly carry out any recommendation made by the Committee

XI. Confidentiality & Non-disclosure :

- a. Both parties agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of this agreement and will not disclose the same to any third party without written consent of the other party.
- b. The above confidentiality clause under this agreement excludes information/data not relating to independently developed ideas and information already available through public domain
- c. The terms of this part shall survive the tenure of this Agreement.

XII. Non-compete :

- a. Neither party shall enter into any agreement with any third party which will or likely to give competitive advantage in respect of developing the same or similar technology with same, similar, higher or inferior results.

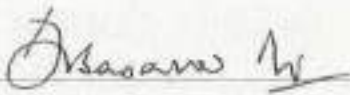
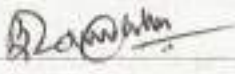


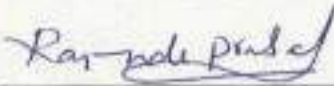
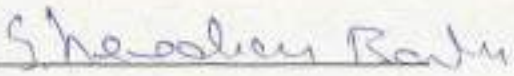
XIII. Dispute resolution :

- a. Any dispute or difference shall be solved amicably by mutual consultation and negotiation
- b. In case of failure to solve the dispute or difference by such mutual negotiation, such dispute or difference shall be referred to Arbitration.
- c. The Arbitration shall be conducted in English language as provided for under the Arbitration and Conciliation Act, 1996.
- d. The place of Arbitration shall be Bhimavaram, West Godavari District in the State of Andhra Pradesh
- e. The Director of VIS or his nominee shall be the Sole Arbitrator
- f. The cost of Arbitration shall be borne by parties as may be directed by the Arbitrator.

g. No party shall exercise recourse to any Court of Law without exhausting the above modes of resolution of dispute or difference.

XIV. Force Majeure:

a Neither party hereto shall be released from its obligations for any reason except for due to war, strike, fire, acts of God or other causes beyond the control of the parties hereto

	
<hr/> <p>DIRECTOR VISHNU INSTITUTIONS (VIS)</p>	<hr/> <p>MANAGING DIRECTOR, BOGAR LABORATORIES</p>
	
	
<hr/> <p>PRINCIPAL INVESTIGATOR VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (VIPER)</p>	<hr/> <p>WITNESS BOGAR LABORATORIES</p>

UNIVERSITY of
HOUSTON

College of Pharmacy

Department of Pharmacological
and Pharmaceutical Sciences

Krishna M. Boini, Ph.D.

Assistant Professor of Pharmacology

Houston,
April 10, 2018

Dear Dr. Varitha,

Re: Collaboration Letter

I am an Assistant professor in the Department of Pharmacological and Pharmaceutical Sciences, College of Pharmacy, University of Houston, Houston, TX. My major research interest is cardiovascular and renal pharmacology and physiology. One of our ongoing projects in my laboratory is focused on glomerular injury associated with hypertension and obesity. Over the last 10 years, we have published more than 90 research articles in peer reviewed international journals. My laboratory is well equipped to use various state-of-the-art approaches to study hypertension and renal function under physiological and pathological conditions including gene cloning and mutation, ESR, LC/MS, membrane reconstruction, somatic gene or siRNA transfection, fluorescent molecular imaging *in vitro* and *in vivo*, and acute or chronic whole animal experiments for studying the regulation of blood pressure and renal functions. More recently, we started working on the targeted drug delivery systems, such as microspheres, nanoparticles, nanconjugates and prodrugs, to improve tumor specific delivery of anticancer drugs and biologics to target cancer metastasis and gastric acid secretions.

Since, you are also working in the area of drug delivery systems such as microspheres so I am interested to interact and discuss my current research project in detail for the future collaboration. Hence, I am kindly requesting you to visit my laboratory to share your technical expertise and discuss the project in detail from April 28, 2018 to June 10, 2018. During your stay, we will cover your transport, living expenses and provide you the accommodation. So, please kindly accept this invitation letter. There is no doubt that our collaboration will be very fruitful and we can plan to submit the collaboration grant application to National Institute of Health R01 (\$1.8 million dollars) for February, 2019 deadline.

If you have any further questions, please do not hesitate to contact me.

Best regards,



Krishna M. Boini, Ph.D.,
Assistant Professor

HOUSTON'S CARNEGIE DESIGNATED TIER ONE PUBLIC RESEARCH UNIVERSITY

4849 Calhoun Road • Health Building 2, Room 5026 • Houston, TX 77204-5037
Office: 713-743-9650 • Fax: 713-743-1984 • Cell: 512-763-7726 • email: kmboini@central.uh.edu



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non- Disclosure Agreement ("Agreement") dated this 19th day of April 2018 is made by and between

Vishnu Institute of Pharmaceutical Education and Research, sponsored by Sri Vishnu Educational Society's an institution having its registered office at Plot NO: 7 & 8, Nagarjuna Hills, Panjagutta, Hyderabad-500082, TS hereinafter referred to as "VIPER" (which expression shall unless repugnant to the context mean and include its successors and assigns) of the ONE PART represented by its Dr.D.Basava Raju, Director, Pharmacy,

and

Dr. Gayatri Hela, research consultant residing at A406, Solitaire Residency, Hennur-Bagalur Road, Bangalore - 560077 hereinafter referred to "GH", which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns] of the Other Part.

Hereinafter VIPER and GH shall be individually referred to as the "Party" and collectively as the "Parties".

Disclosing Party is the organization that reveals the information which is required as part of the research.

Receiving Party is the organization that receives the information, which the disclosing party discloses.

GH and VIPER would like to explore the possible areas of collaboration



taking place concerning a potential business relationship involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement. Information transmitted verbally or visually shall be considered to be Confidential and proprietary Information provided such Confidential Information is first identified by the disclosing Party as being confidential, and is later reduced to written summary form, marked as being "confidential" or "proprietary" by the transmitting party, and transmitted to the recipient within ten (10) days after such verbal or visual transmission. During this ten (10) day period, such verbal or visual information so disclosed shall be provided the same protection as provided for the Confidential Information as set forth below.

1.2 Purpose. The purpose of the disclosure of Confidential Information is to enable the Parties to carry out the said collaborative research as defined in the purpose involving the Parties. The Receiving Party shall use the Confidential Information for this purpose only.

1.3 Ownership. The Confidential Information shall be considered, as a valuable trade secret owned by VIPER or GH. Disclosing Party retains all right, title, and interest in the Confidential Information. No license to the Receiving Party under any trademark, patent or copyright, or applications for same which are now or may thereafter be obtained by the Receiving Party, is either granted or implied by the conveying of Confidential Information to the Receiving Party.

1.4 No Warranties. Disclosing Party assumes no responsibility for any loss or damages which may be suffered by the Receiving Party, its customers or any third parties because of or arising from the Confidential Information. Disclosing Party makes no warranties of any



kind, whether express or implied, as to the accuracy or completeness of the Confidential Information.

2. NON-DISCLOSURE

2.1 Use of Confidential Information. The Receiving Party may only use the Confidential Information for the purposes stated in Clause 1.2 hereinabove. The Receiving Party recognizes that this Agreement imposes an affirmative duty on the Receiving Party to hold such information in confidence and to protect it from dissemination to and use by unauthorized parties. In the absence of Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party except the Related Parties as provided in clause 2.2 hereinbelow.

2.2 Further Responsibility. The Receiving Party agrees to use the same degree of care to protect the confidentiality of the Confidential Information as it would exercise to protect its own trade secrets and information but in no case less than a reasonable degree of care. The Receiving Party will grant access to the Confidential Information only to its directors, officers, employees, affiliates, agents, advisors and consultants ("Related Parties") who have a clear need to know, for purposes of this Agreement and shall advise such Related Parties of the existence and terms of this Agreement and of the obligations of confidentiality herein. The Receiving Party shall be responsible for the breach of the terms of this Agreement by it and by its Related Parties.

2.3 Return of Confidential Information. Promptly following the request of Disclosing Party, the Receiving Party will return to Disclosing Party and certify in writing to Disclosing Party as to the destruction of if so agreed between the parties (without retaining any copy), all



Confidential Information (and copies and extracts thereof) furnished to the Receiving Party.

2.4 Exceptions. The foregoing notwithstanding, no information shall be considered Confidential Information if such information: (a) was in the Receiving Party's possession before execution of this Agreement, provided that the source of such information, to the knowledge of the Receiving Party after due inquiry, was not bound by an obligation of confidentiality with respect to such information; (b) is or becomes generally available to the public through no fault of, or without violation of any duty of confidentiality of the Receiving Party; or (c) is received by the Receiving Party as can be evidenced by relevant records from a third party without, to the knowledge of the Receiving Party after due inquiry, violation of a duty of confidentiality. The Receiving Party shall be liable for disclosure of Confidential Information if disclosure was required by law, rule or regulation or was in response to a valid order of a court or authorized agency of government or other legal process, provided that prior written notice is given to Disclosing Party so that a protective order or other relief, if appropriate, may be sought by Disclosing Party.

2.6 Remedies. The Receiving Party recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character to Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party may cause serious injury to Disclosing Party.

The Receiving Party will indemnify the Disclosing Party and its affiliates for any liability (including legal costs and reasonable attorney's fees) by the Disclosing Party and its affiliates arising out of or in connection with the Receiving Party's intentional use or disclosure of the Disclosing Party's Confidential Information or any other breach of this Agreement.



The Receiving Party's indemnity obligations under this paragraph will survive till the Receiving Party is in possession of the confidential information under this agreement.

The Receiving Party expressly agrees, therefore, that Disclosing Party, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof. Provided however that, the Disclosing Party shall be entitled to claim or recover from The Receiving Party any losses, liabilities, damages, costs and expenses.

2.7 Public Statements. In addition to the limitations on the use and disclosures of Confidential Information set forth herein, it is agreed that neither Party shall issue or release or confirm any statement, to the general public, to the news media, or to any third party, except with the prior concurrence of the other Parties in writing, both as to the content and timing of any such issue or release or confirmation.

3. GENERAL

3.1 Term and Termination. The Receiving Party shall maintain the Confidential Information in confidence in accordance with the terms of this Agreement for a period of Five (5) years from the date of receipt of the Confidential Information. Further, duties of non-disclosure as set forth in Clause 2 and non-poaching of employees as stated in clause 3.4 hereinabove shall survive even after expiration/termination of the Agreement from date of receipt of the Confidential Information.

3.2 No Obligation to Complete Transaction. Unless and until a final agreement with respect to a transaction involving the Parties has been executed and delivered, neither Party will be under any legal



obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters expressly agreed to herein.

3.3 No Conflicts. The Receiving Party represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. The Parties further agree not to disclose or to use on behalf of the other Party any Confidential Information belonging to any third party, unless sufficient written authorization from the third party is provided.

3.4 During the term of this AGREEMENT and for a period of three (3) years subsequent to the termination of this AGREEMENT, neither party shall, without the prior consent in writing of the other party, directly or indirectly employ or offer to employ or procure services from or solicit business from any employee of one party or its affiliate(s) offering services directly or indirectly to the other party.


4. General Terms. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is deemed or held by a court of competent jurisdiction, to be contrary to law or otherwise unenforceable, it shall be enforced to the extent legally permissible and as necessary to reflect the intent of the Parties and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement may only be amended by an agreement in writing executed by duly authorized representatives of both the Parties.

5. Arbitration. In case any disputes are not settled amicably then all such disputes shall be finally settled by a sole arbitrator appointed by the parties, in accordance with the Arbitration and Conciliation Act, 1996, for the time being in force. The award of the sole arbitrator shall be a reasoned award and shall be final and binding on the Parties. The venue of arbitration proceedings shall be Chennai. The arbitration proceedings shall be conducted, and the award shall be stated in English.

6. Jurisdiction. Subject to the above, the courts at Bangalore, India shall have exclusive jurisdiction over all matters arising out of this Agreement.

7. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements and understandings and writings of any kind, written or oral, express or implied, with respect to the subject matter hereof.

IN WITNESS WHERE OF, the Parties have through their duly authorized representatives executed this Agreement the day and the year first hereinabove written.


Signed and Delivered by

Dr. P. Gayatri Hela

In the presence of


Signed and Delivered by

Dr. D. Basava Raju





for product promotion, product development and related (hereinafter referred to as "Purpose").

AND WHEREAS in pursuance of the Purpose, the two parties may acquire certain information concerning VIPER or GH and its products and operations which may also be of a strategic, confidential or proprietary nature (hereinafter also referred to as the "Confidential Information");

AND WHEREAS the Receiving Party agrees that this information is confidential and valuable, and that this information constitutes special and unique proprietary rights and assets of Disclosing Party.

AND WHEREAS the Receiving Party recognizes that careful protection by it of the Confidential Information is of utmost importance to Disclosing Party

THEREFORE in consideration of the promises made herein, Disclosing Party agrees to disclose and the Receiving Party agrees to receive certain confidential and proprietary information under the terms and conditions hereinafter appearing.

1. CONFIDENTIAL INFORMATION

1.1 Definition: Confidential Information shall mean any information and data which is related to business affairs, policies, methods, services, customers or associates; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement of either VIPER or GH or both. The terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are

MEMORANDUM OF UNDERSTANDING

For Supporting Skilling Activities by providing Industry Internship to the students pursuing courses of Life Sciences Sector Skill Development Council

This Memorandum of Understanding (MOU) dated 24th of November Two Thousand and Fifteen entered into at Hyderabad sets out a general framework of cooperation and networking between the partners through which a climate of mutual trust is established.

Between

VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (VIPER), a branch of Sri Vishnu Educational Society, affiliated to Jawaharlal Nehru Technological University, Hyderabad existing at Vishnupur, Narasapur, Dist: Medak, Telangana- 502 313 (herein referred to as "Vocational Training Provider (VTP)").

And

DR. REDDY'S LABORATORIES LTD., duly incorporated under the Companies Act, 1956 having its registered office at 8-2-337 Road No. 3 Banjara Hills Hyderabad, Telangana - 500 034 (herein referred to as "Industry Partner"), including all its group companies / subsidiaries / Joint Ventures / offices existing presently or which may come into existence in the future of the SECOND PARTY.

WHEREAS:

- A. In order to provide employment opportunities to youths of the country and to support industries' skilled manpower requirements, Vocational Training Provider is offering short term Vocational Courses i.e. Qualification Packs approved by Life Sciences Sector Skill Development Council (LSSSDC)
- B. The Vocational Courses are of typically three months duration and may be different from one Qualification Pack to the other.
- C. Vocational Training Provider therefore, proposes to associate with the industry partner to provide necessary support in imparting this certificate course through Partnership mode, by providing internship training to the students enrolled for this course.
- D. Both the parties herein being desirous of taking up a Partnership project have decided to enter into this present MOU on a non-exclusive basis.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **The Vocational Training Provider will carry out following functions:**
 - a. Conduct LSSSDC approved courses after ensuring proper accreditation of infrastructure and center by LSSSDC.
 - b. Provide premises with space as necessary to run the course either on its own or appoint required study centers for the same.
 - c. Take necessary steps to ensure competent students are enrolled for the course.

- d. Provide necessary accreditations to the student of a course on fulfillment of requisite criteria.
- e. Monitor and evaluate the achievement of the learning objectives.
- f. Nominates the students for undergoing internship training with the Industry Partner.
- g. Inform the Industry Partner the list of students undergoing through internship training.
- h. Ensure the students undergoing internship training carry and display their identity at all times while on the premises of the Industry Partner.
- i. Ensure that the student undergoing internship training goes through medical test including physical examination, random blood/urine and chest x-ray.
- j. Undertake verification of age and ensure that the age of student is above 18 years at the time of entry to the Industry Partner's premises & provide sufficient documentary proof to Industry Partner.
- k. Ensure that the students undergoing through internship training are covered under suitable insurance scheme to cater to the requirements of Employee Compensation Act, 2010 etc.
- l. Indemnify the Industry Partner against all losses, claims arising due to acts of indiscipline, misbehavior of or destruction caused by the students undergoing internship training with the Industry Partner.
- m. Nominate a person to supervise the conduct and working of the set of trainees thus sent for the internship training.

2. The Industry Partner will:

- a. Impart practical training to students in accordance with curriculum/syllabus requirements at its own premises in Hyderabad where the Industry Partner or its group companies have operations or at any of its vendor locations.
- b. Appoint a person for coaching and supervising the student during the internship training as per the schedule applicable and to coordinate and communicate with the representative of the Vocational Training Provider.
- c. Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built with the Vocational Training Provider.
- d. Revert within 10 days of receipt of list of candidates from the Vocational Training Provider with an acceptance to provide Industry Internship.
- e. Provide support to students in terms of access to canteen where available, and transportation, where available at a nominal charge during the internship training as per Industry Partner norms. The accommodation for students will neither be provided nor reimbursed by the Industry Partner.
- f. Provide internship training for up to 10 days for up to 10 students each per a Qualification Pack as per the list provided by the Vocational Training Provider of the aforementioned course in a month. This figure may increase or decrease depending upon various factors and Industry Partner's discretion.
- g. Shall not engage the trainee in any other activity apart from the internship training.

1. Shall issue a "letter of completion of internship training" to the students of the Vocational Training Provider after evaluation based on parameters like Learning, Discipline, Attendance, Punctuality, Behavior, Adherence to the rules of the Industry Partner, etc.
2. The parties hereto agree to enter into this MOU on a principle-to-principle basis and none of the parties shall do or cause to be done anything derogatory to the reputation of the other.
3. The parties hereby agree that the partnership under this MOU is non-monetary in nature and there will be no charges levied by either party in exchange of services other than those specifically mentioned in this MOU or agreed to mutually by both parties.
4. During the term of the MOU and thereafter for reasonable period, all the parties hereto undertake on behalf of their respective sub-contractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to work/ activity under this MOU for any purpose other than that specified in this MOU.
5. Notwithstanding the terms of any other provisions of this MOU, this MOU is not legally binding and nothing contained in this MOU shall impose any legal obligations on either party whatsoever.
6. This MOU may be amended by agreement of both parties in writing.
7. No change can be made to this MOU without written consent and duly signed by both the parties. Additions, deletions and/or alterations to this MOU may be effected with the written agreement of both the parties in this MOU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addenda to this MOU, and be deemed to be part of this MOU.
8. Any changes must be brought in notice of LSSDC within 7 days.
9. None of the parties will be held responsible for non-fulfillment of their respective obligations under this MOU due to work/ activity under this MOU for any purpose other than in accordance with this MOU.
10. None of the parties will be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, natural disasters, fire, flood, explosions, earthquakes, serious accidents, epidemics, insurrection, riots, civil commotions, legal necessity, strikes, lockouts, labour troubles, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to 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.

12. Time shall be the essence of this MOU and shall be effective from the date of signing of this agreement for a period of five years and the parties herein, upon mutual agreement, may extend the said period from time to time.
13. This Memorandum of Understanding is a document of good faith and Implementation of the MOU would be monitored on a six monthly basis.
14. During the tenure of the agreement, Industry Partner at its sole discretion may terminate the MOU at any time by giving a 1 (one) month notice in writing to the Vocational Training Provider. Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties.
15. The Vocational Training Provider acknowledges the Industry Partner's right to terminate the student in the event of acts of indiscipline in the instance the student's continuation of training is not in the interest of the Industry Partner.
16. The internship training of a student will be terminated without any notice, if the student is found to indulge in any type of indiscipline or the conduct which is against the interest of Industry Partner.

17. Governing Law, Jurisdiction and Dispute Resolution

This MOU will be governed in all respects by the laws of India. All disputes, divergence or differences that may arise under or in relation to this MOU which cannot be settled amicably through consultation between representatives of both the parties within 30 days of such dispute, divergence or differences, shall be submitted to arbitration under Arbitration and Conciliation Act, 1996. There shall be one or more arbitrators appointed in accordance with the said law. The language of the arbitration shall be English and the place of Arbitration shall be Hyderabad. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned and their legal successors. The courts of Hyderabad alone, to the exclusion of any other, shall have the jurisdiction.

18. Lien on Employment

Student trainee will have no Lien for the permanent / temporary employment with the industry Partner where he / she is undergoing internship training.

19. No Warranty and Limitation of Liability

Industry Partner does not warrant a minimum guaranteed period of imparting training or undertake to avail the practical training at its location for a specific term or guarantee that the same will be availed for a minimum specific number of persons or days.

In no event will Industry Partner be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special incidental or consequential damages of any kind in connection with or arising out of rendering the training hereunder.

whether alleged a breach of contract or tortious conduct, including negligence, irrespective of whether Industry Partner has advised Vocational Training Provider of the possibility of such damages or not.

20. Representations and warranties

- a. Each party hereby represents to the other that they have been duly incorporated / organized / registered under the applicable laws and has full legal right and authority to be engaged in the business and it has full corporate power and authority and is duly authorized to execute this MOU and perform its obligations as herein contemplated; and that neither the performance of the obligations nor execution of this MOU will violate or in violation of any applicable laws for the time being in force.
- b. Each party represents that there are no obligations pending or threatened (judicial, regulatory or otherwise) that would or might prevent or adversely interfere with the performance of obligations under this MOU and Vocational Training Provider hereby agrees to promptly notify the other in writing of any threatened or proposed action it may file or be filed against it.

21. Confidentiality

The parties acknowledge that during the term it may be necessary for Industry Partner to disclose to Vocational Training Provider, orally or in writing or in any other tangible or intangible form, technical including but not limited to business information regarding recruitment procedure or any other 'Confidential Information' of Industry Partner. All information derived from the Industry Partner is to be considered Industry Partner information for the purposes of this MOU. All Industry Partner's information is deemed to be highly confidential by Industry Partner and should be deemed to be highly confidential by the Vocational Training Provider as well. Vocational Training Provider agrees not to disclose any Industry Partner's information to any third party (except of its employees, its affiliated and sisters companies on a strictly need to know basis and under written terms of confidentiality at least as protective as those in this clause) without the prior express written consent of the Industry Partner and not to use Industry Partner information other than strictly in the performance of this MOU. These restrictions upon disclosure and use of Industry Partner information including information pertaining to Industry Partner trade secrets shall survive termination of this MOU, but shall never to apply to any specific portion of Confidential Information which

- a) is already in Vocational Training Provider possession at the time of disclosure thereof, as may be demonstrated by documentary evidence.
- b) is or later become available to the public other than by Vocational Training Provider's default.
- c) is lawfully received by Vocational Training Provider from a third party having no obligation of confidentiality.
- d) is independently developed by Vocational Training Provider.
- e) is approved to be disclosed by Industry Partner.
- f) is required to be disclosed by law or government regulation, provided that Vocational Training Provider shall notify Industry Partner in writing that such disclosure is required, and the disclosing party may seek a protective order or other appropriate remedy from any court or tribunal at its cost.



STARTECH LABS

QUALITY SERVICE IS OUR STRENGTH

GMP agreement between M/s VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (HERE IN AFTER CALLED VIPER) and M/s Startech Labs Pvt. Ltd. This agreement is applicable from 03/01/2016 to 02/01/2019.

Agreement giver:

M/S, STARTECH LABS PVT. LTD., 2ND FLOOR, SMR CHAMBERS, H.NO.:1-58/7, OPP:ST. ANN'S JR. COLLEGE, MADINAGUDA. SERILINGAMPALLY, HYDERABAD -500 050.

Agreement Acceptor:

M/s VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, VISVINUPUR, NARSAPUR, MEDAK-502 313

- a. This agreement is to provide services in the field of Industrial training and project work facility for the students of M/s. VIPER
- b. M/s VIPER. Management personnel will send their students along with their letter for the service requisition.
- c. M/s. Startech Labs Pvt. Ltd. Hyderabad shall provide service as per the requirement given by M/s. VIPER.
- d. M/s. Startech Labs Pvt. Ltd. Hyderabad shall issue a certificate for the students of M/s. VIPER.
- e. M/s. Startech Labs Pvt. Ltd. Hyderabad shall maintain confidentiality of the documents given by M/s. VIPER.
- f. M/s. VIPER can add or delete or rewrite the agreement in mutual consent with M/s. Startech Labs Pvt. Ltd. The agreement will be reviewed as and when required.

Signature

For M/s. VIPER

Signature
Ramya Reddy
05/01/16
For M/s Startech Labs Pvt. Ltd.



MEMORANDUM OF UNDERSTANDING

between

The Department of Pharmacology, Vishnu Institute of Pharmaceutical Education & Research

and

The Department of Biotechnology, College of Biomedical and Health Sciences

Recognizing the importance of scientific research, the Dept. of Biotechnology, College of Biomedical and Health Sciences, Konkuk University, Global campus, South Korea and the Department of Pharmacology, VIPS, BVRII, Narsapur, Medak Dt. A.P- 502313, India, hereby acknowledge that both departments agree to collaborate in research activities.

By in so signing this memorandum both departments agree to cross promote the research work of each other whenever possible and relevant.

The departments also agree to joint collaborate on selected occasions, identified by the undersigned, with terms of such joint research activities to be set forth in writing and signed by both parties.

The departments hereby represent and warrant that each person whose signature appears hereon has been duly authorized and has full authority to execute this memorandum on behalf of the department for whom such signature is indicated.

Signed by on this 8th November 2016:

Prof. Jong Bo-Kim, Ph.D.,
Chairman,
Department of Biotechnology,
College of Biomedical and Health
Sciences.
Konkuk University, Global
campus, Chungju,
South Korea.
Phone: 82-43-840-3549 (Off);
Email Id: jbhce1011@kku.ac.kr

Dr. Ramesh Alluri, Ph.D.,
Principal, Head Department of
Pharmacology, Vishnu Institute of
Pharmaceutical Education &
Research, BVRII, Narsapur,
Medak Dt. A.P- 502313, India
Mob: +91-97016 83444, +91-
9440388883
Off : +91-8458 22208788
Email Id: principal@vipcr.ac.in



COLLABORATION AGREEMENT

This Collaboration Agreement is entered on 31st of August 2016, at **INCOZEN THERAPEUTICS PRIVATE LIMITED**

BETWEEN:

VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, represented by its **CHAIRMAN/ VICE-CHAIRMAN**, having offices at , **Office at Plot No. 7 & 8, Nagarjuna Hills, Punjagutta, Hyderabad**, hereinafter referred as the **VIPER**,

AND

INCOZEN THERAPEUTICS PRIVATE LIMITED, a company registered under the Companies Act, 1956, represented by its **VICE PRESIDENT**, **Dr. V. Srikanth**, having its, **450, Alexandria Knowledge Park, Phase-I, Turkapally, Shamirpet, Hyderabad** hereon after referred as the **ITPI**,

Which shall unless repugnant to the context or meaning thereof include their respective successors, executors and assigns.

Whereas, the **Joint-Investigator - Dr. R. Kasi Viswanath**, is a Managing Director and Chief Scientific Officer, has expertise in Biochemistry, Clinical Chemistry, Organic and Medicinal Chemistries.

Whereas, the **PRINCIPAL INVESTIGATOR - DR. V.V.S. RAJENDRA PRASAD**, Professor of Department of Pharmaceutical Chemistry of Vishnu Institute of Pharmaceutical Education and Research (VIPER), VISHNU Institutes, has expertise in Pharmaceutical Chemistry, Cell Biology, and Computer aided drug design.

Whereas, both collaborators agreed that **the** certain further process is required for the completion and commercialization of development of Nitric oxide-kinase based Anti-cancer agents.

Whereas, the Principal Investigator representing VIPER has discussed the scope of collaboration with Joint-investigator in achieving the objects hereunder and both parties having carefully evaluated the possibilities of mutual contributions in development of Anti-cancer agents have agreed to reduce into writing this Agreement.

I. Purpose :

- a. VIPER is a premier educational & research institution having gained international reputation in various fields
- b. The Principal Investigator Dr. V.V.S.Rajendra Prasad - at the VIPER has strong background in the research and working in the field of Cancer biology.
- c. **Incozen Therapeutics Private Limited** is a premier Contract Research Company, having expertise in the fields of Clinical and Medicinal research, commercial production, marketing and distribution of novel heterocyclic products.
- d. Both **VIPER** and **ITPL** having evaluated and considered its feasibility and agreed in rendering such collaboration for the purpose of further development of Anti-cancer agents, commercialization, production, marketing and distribution of developed products.

II. Scope:

- a. By virtue of this Agreement, other than **VIPER** and **ITPL**, no third party shall lay no claim over the Intellectual Property of the technology of developed new molecules more than those described in these presents.
- b. **VIPER** shall render all assistance to all biochemical and microbiological testing in modification and up-gradation of developed new molecules by engaging and or deploying its personnel as may be required for achieving the ends of this Agreement at the discretion of the Principal Investigator Dr. V.V.S.Rajendra Prasad.
- c. **ITPL** shall engage its resources in up-gradation and or modification of both for developing novel new molecules into a commercial product as the case may be.

III. Funding :

- a. **VIPER** shall be under no obligation to extend any financial assistance beyond deployment of its personnel as described hereunder.

- b. Each party shall consult the other and obtain express consent of the other before entering into any financial or other arrangements with third parties for the purpose of achieving the objects of this Agreement.

IV. Lead Personnel :

- a. Dr. V.V.S. Rajendra Prasad - Professor, VIPER shall be the Principal Investigator.
- b. Dr. R. Kasi Viswanath of Incozen Therapeutics Private Limited shall be responsible for the performance obligations of the Collaborative Project(s).

V. Domains & Objectives :

- a. VIPER shall render periodic assistance through its Research Personnel not limited to the Principal Investigator.
- b. The Principal Investigator shall provide all documents including but not limited to drawings, data sheets, flow charts, sample study results, etc. to the Joint-Investigator.
- c. Principal Investigator shall be responsible for Biological screening and biochemical studies.
- d. Joint-investigator shall design and develop new compounds for targets.

VI. Inventive Outcomes :

- a. The Final research outcome shall be titled "Development of anti-cancer agents of kinase-inhibic oxide-acridone-based molecules".
- b. Both parties shall file for Patent Registration as Co-owners with the name of Dr. Prasad as the Principal Investigator and Dr. R.Kasi Viswanath as the Joint-Investigator.
- c. Both parties shall at all times ensure the contribution of the other party is duly acknowledged in all paper-work, publications etc. in respect of the collaborative projects.

VII. Certification :

- a. Both Parties shall duly obtain third party certificate of performance and achieving the study objectives and outcomes.

VIII. Tenure & Termination :

- a. The tenure of this Agreement shall be sixty months from this day.

- b. Considering the scope of research involved, both parties agree to mutually discuss for extension of the tenure of this Agreement as the case may be.
- c. VIPER shall be at liberty to terminate this Agreement if other Party, ITPL fails in its obligations under this Agreement.
- d. If either party with due consent of the Principal Investigator and joint investigator decide to terminate this Agreement, such termination shall be subject to the following :
 - i. If such termination is within 6 months, either party will not have any obligation.
 - ii. If it is after 6 months, both party will acknowledge the contribution of other in publication or product if develops.

IX. Commercial exploitation :

- a. In case of development of patentable product or process out of this collaboration the credit or cost sharing will be done as per university norms.
- b. Neither party shall be under any obligation to pay to the other any sum of money under this Agreement.
- c. The terms of this part shall survive the tenure or termination of this Agreement and shall continue to bind the parties.

X. Monitoring, Reporting & Evaluation :

- a. Either party shall at all times maintain records of performance of its obligations as shall be reasonably practicable.
- b. Either party shall disclose such records to the Principal Investigator at all times.
- c. The Principal Investigator shall be at liberty to inspect the records after 24 hours prior notice to collaborative party.
- d. The following members shall comprise of the Monitoring, Reporting & Evaluation Committee.
 - i. Dr. V.V.S. Rajendra Prasad of VIPER
 - ii. Dr. R.Kasi Viswanath of Incozen Therapeutics Private Limited.
- e. They shall be responsible to monitor the progress of the above terms of Agreement shall report to the respective parties.

- f. Each party shall be at liberty to review the scope of collaboration at regular intervals of not later than 06 months.
- g. Both parties shall be under obligation to earnestly carry out any recommendation made by the Committee.

XI. Confidentiality & Non-disclosure :

- a. Both parties agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of this agreement and will not disclose the same to any third party without written consent of the other party.
- b. The above confidentiality clause under this agreement excludes information/data not relating to independently developed ideas and information already available through public domain.
- c. The terms of this part shall survive the tenure of this Agreement.

XII. Non-compete :

- a. Neither party shall enter into any agreement with any third party which will or likely to give competitive advantage in respect of developing the same or similar technology with same, similar, higher or inferior results.

XIII. Force Majeure:

- a. Neither party hereto shall be released from its obligations for any reason except for due to war, strike, fire, acts of God or other causes beyond the control of the parties hereto.

**PRINCIPAL
VIPER**



**PRINCIPAL INVESTIGATOR
VISHNU INSTITUTE OF PHARMACEUTICAL
EDUCATION & RESEARCH (VIPER)**

**VICE PRESIDENT,
Incozen Therapeutics Private Limited**



**PRINCIPAL INVESTIGATOR
Incozen Therapeutics Private Limited (ITPL)**

MEMORANDUM OF UNDERSTANDING

For Supporting Skilling Activities by providing Industry Internship to the students pursuing courses of Life Sciences Sector Skill Development Council

This Memorandum of Understanding (MOU) dated 24th of November Two Thousand and Fifteen entered into at Hyderabad sets out a general framework of cooperation and networking between the partners through which a climate of mutual trust is established.

Between

VISHNU INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (VIPER), a branch of Sri Vishnu Educational Society, affiliated to Jawaharlal Nehru Technological University, Hyderabad existing at Vishnupur, Narsapur, Dist. Medak, Telangana- 502 313 (herein referred to as "Vocational Training Provider (VTP)"),

And

GRANUELS INDIA LTD., duly incorporated under the Companies Act, 1956 having its registered office at 2nd Floor, 3rd Block, My Fourt House, Madhapur, Hyderabad, Telangana – 500 034 (herein referred to as "Industry Partner") including all its group companies / subsidiaries / Joint Ventures / offices existing presently or which may come into existence in the future of the SECOND PARTY.

WHEREAS:

- A. In order to provide employment opportunities to youths of the country and to support industries' skilled manpower requirements, Vocational Training Provider is offering short term Vocational Courses i.e. Qualification Packs approved by Life Sciences Sector Skill Development Council (LSSSDC)
- B. The Vocational Course(s) of typically three months duration and may be different from one Qualification Pack to the other.
- C. Vocational Training Provider therefore, proposes to associate with the industry partner to provide necessary support in imparting this certificate course through Partnership model by providing internship training to the students enrolled for this course.
- D. Both the parties herein being desirous of taking up a Partnership project have decided to enter into this present MOU on a non-exclusive basis.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

- i. **The Vocational Training Provider will carry out following functions:**
 - a. Conduct LSSSDC approved courses after ensuring proper accreditation of infrastructure and center by LSSSDC.
 - b. Provide premises with space as necessary to run the course either on its own or appoint required study centers for the same.
 - c. Take necessary steps to ensure competent students are enrolled for the course.
 - d. Provide necessary accreditations to the student of a course on fulfillment of requisite criteria.
 - e. Monitor and evaluate the achievement of the learning objectives.

- f. Nominate the students for undergoing internship training with the Industry Partner.
- g. Inform the Industry Partner the list of students undergoing through internship training.
- h. Ensure the students undergoing internship training carry and display their identity at all times while on the premises of the Industry Partner.
- i. Ensure that the student undergoing internship training goes through medical test including physical examination, random blood/urine and chest x ray.
- j. Indemnify the Industry Partner against all losses, claims arising due to acts of indiscipline, misbehavior of or destruction caused by the students undergoing internship training with the Industry Partner.
- k. Nominate a person to supervise the conduct and working of the set of trainees thus sent for the internship training.

3. The Industry Partner will:

- a. Impart practical training to students in accordance with curriculum/syllabus requirements at its own premises in Hyderabad where the Industry Partner or its group companies have operations or at any of its vendor locations.
 - b. Appoint a person for teaching and supervising the student during the internship training as per the schedule applicable and to coordinate and communicate with the representative at the Vocational Training Provider.
 - c. Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built with the Vocational Training Provider.
 - d. Revert within 10 days of receipt of list of candidates from the Vocational Training Provider with an acceptance to provide Industry Internship.
3. The parties hereto agree to enter into this MOU on a principle-to-principle basis and none of the parties shall do or cause to be done anything derogatory to the reputation of the other.
4. The parties hereby agree that the partnership under this MOU is non-monetary in nature and there will be no charges levied by either party in exchange of services other than those specifically mentioned in this MOU or agreed to mutually by both parties.
5. During the term of the MOU and thereafter for reasonable period, all the parties hereto undertake on behalf of their respective sub-contractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to work activity under this MOU for any purpose other than that specified in this MOU.
6. Notwithstanding the terms of any other provisions of this MOU, this MOU is not legally binding and nothing contained in this MOU shall impose any legal obligations on either party whatsoever.
7. This MOU may be amended by agreement of both parties in writing.
8. No change can be made to this MOU without written consent and duly signed by both the parties. Additions, deletions and/or alterations to this MOU may be effected with the written

agreement of both the parties to this MOU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addenda to this MOU, and be deemed to be part of this MOU.

9. Any changes may be brought to notice of LSSSIDC within 7 days.
10. None of the parties will be held responsible for non-fulfillment of their respective obligations under this MOU due to work/ activity under this MOU for any purpose other than in accordance with this MOU.
11. Time shall be the essence of this MOU and shall be effective from the date of signing of this presents for a period of five years and the parties herein, upon mutual agreement, may extend the said period from time to time.
12. This Memorandum of Understanding is a document of good faith and implementation of the MOU would be monitored on a six monthly basis.
13. During the Term of the agreement, Industry Partner at its sole discretion may terminate this MOU at any time by giving a 3 (three month) notice in writing to the Vocational Training Provider. Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties.
14. The Vocational Training Provider acknowledges the Industry Partner's right to terminate the student in the event of acts of indiscipline in the instance the student's continuation of training is not in the interest of the Industry Partner.
15. The internship training of a student will be terminated without any notice, if the student is found to indulge in any type of indiscipline or the conduct which is against the interest of Industry Partner.

16. Governing Law, Jurisdiction and Dispute Resolution

This MOU will be governed in all respects by the laws of India. All disputes, divergence or differences that may arise under or in relation to this MOU which cannot be settled amicably through consultation between representatives of both the parties within 30 days of such dispute, divergence or differences, shall be submitted to arbitration under Arbitration and Conciliation Act, 1996. There shall be one or more arbitrators appointed in accordance with the said law. The language of the arbitration shall be English and the place of Arbitration shall be Hyderabad. The awards rendered by the arbitrator(s) shall be final and binding upon both parties concerned and their legal successors. The courts of Hyderabad alone, to the exclusion of any other, shall have the jurisdiction.

17. Lien on Employment

Student trainee will have no lien for the permanent / temporary employment with the Industry Partner when he / she is undergoing internship training.

18. No Warranty and Limitation of Liability

Industry Partner does not warrant a minimum guaranteed period of on-site training or undertake to avail the practical training at its location for a specific term or guarantee that the same will be available for a minimum specific number of persons or days.

In no event will Industry Partner be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with or arising out of rendering the training hereunder, whether alleged a breach of contract or tortious conduct, including negligence, irrespective of whether Industry Partner has advised Vocational Training Provider of the possibility of such damages or not.

19 Representations and warranties

- a. Each party hereby represents to the other that they have been duly incorporated / organized / registered under the applicable laws and has full legal right and authority to be engaged in the business and it has full corporate power and authority and is duly authorized to execute this MOU and perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this MOU will violate or in violation of any applicable laws for the time being in force.
- b. Each party represent that there are no litigations pending or threatened (judicial, regulatory or otherwise) that would or might prevent or adversely interfere with the performance of obligations under this MOU and Vocational Training Provider hereby agrees to promptly notify the other in writing of any threatened or proposed action it may file or be filed against it.

20 Confidentiality

The parties acknowledge that during the term it may be necessary for Industry Partner to disclose to Vocational Training Provider, orally or in writing or in any other tangible or intangible form, technical including but not limited to business information regarding recruitment procedure or any other 'Confidential Information' of Industry Partner. All information derived from the Industry Partner is to be considered Industry Partner information for the purposes of this MOU. All Industry Partner's information is deemed to be highly confidential by Industry Partner and should be deemed to be highly confidential by the Vocational Training Provider as well. Vocational Training Provider agrees not to disclose any Industry Partner's information to any third party (except of its employees, its affiliated and sisters companies or a strictly need to know basis and underwritten terms of confidentiality at least as protective as those this clause) without the prior express written consent of the Industry Partner and not to use Industry Partner information other than strictly in the performance of this MOU. These restrictions upon disclosure and use of Industry Partner information including information pertaining to Industry Partner trade secrets shall survive termination of this MOU, but shall cease to apply to any specific portion of Confidential Information when:

- (i) is already in Vocational Training Provider's possession at the time of disclosure thereof, as may be demonstrated by documentary evidence,
- (ii) is or later becomes available to the public other than by Vocational Training Provider's default,
- (iii) is lawfully received by Vocational Training Provider from a third party having an obligation of confidentiality,
- (iv) is independently developed by Vocational Training Provider,
- (v) is approved to be disclosed by Industry Partner.

- f) is required to be disclosed by law or government regulation, provided that Vocational Training Provider shall notify Industry Partner in writing that such disclosure is required, and the disclosing party may seek a protective order or other appropriate remedy from any court or tribunal at its cost.

2). Public Announcement:

No public announcement will be made and no notice will be given regarding the arrangements contemplated by this MOU, unless the parties have first agreed in writing on the form, content and timing of such announcement or notice.

THIS AGREEMENT IS SIGNED ON 14th DAY OF THE MONTH September, 2015.

Signature of First Party
For VIPER



Dr. A. KAMESH
PRINCIPAL.



Signature of Second Party

FOR GRANULES INDIA LIMITED



CHATTANYA TUMMALA
(COMPANY SECRETARY &
COMPLIANCE OFFICER)



Name of the person :
Designation :

Witness 1

Name

Signature

Witness 2

Name

Signature

Witness 1

Name

Signature

Witness 2

Name

Signature

K.M.P. PATNAIK



Prathaban



Angira shankar
P. RAMANUJAN

K.P.
K. RAMANUJANEYULU

22. Public Announcement:

No public announcement will be made and no notice will be given regarding the arrangements contemplated by this MOU, unless the parties have first agreed in writing on the form, content and timing of such announcement or notice.

THIS AGREEMENT IS SIGNED ON 24th DAY OF THE MONTH November, 2015.

Signature of First Party



(Authorized Signatory)
Vishnu Institute of Pharmaceutical
Education & Research

Signature of Second Party


(Authorized Signatory)
Dr. Reddy's Laboratories Limited

Name of the person :
Designation :

Name of the person :
Designation :
Department :

Witness 1

Name *Dr VVS Rajendra Prasad*
Signature *[Signature]*

Witness 1

Name
Signature

Witness 2

Name *Dr. K. Vanitha*
Signature *[Signature]*

Witness 2

Name
Signature

MEMORANDUM OF UNDERSTANDING

For Supporting Skilling Activities by providing Industry Internship to the students pursuing courses of Life Sciences Sector Skill Development Council

This Memorandum of Understanding (MOU) dated 24th of November Two Thousand and Fifteen entered into at Hyderabad sets out a general framework of cooperation and networking between the partners through which a climate of mutual trust is established.

Between

VISHNU INSITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (VIPER), a branch of Sri Vishnu Educational Society, affiliated to Jawaharlal Nehru Technological University, Hyderabad existing at Vishnupur, Narsapur, Dist: Medak, Telangana– 502 313(herein referred to as “Vocational Training Provider (VTP)”).

And

DR. REDDY'S LABORATORIES LTD., duly incorporated under the Companies Act, 1956 having its registered office at 8-2-337, Road No. 3, Banjara Hills, Hyderabad, Telangana – 500 034 (herein referred to as “Industry Partner”), including all its group companies / subsidiaries / Joint Ventures / offices existing presently or which may come into existence in the future of the SECOND PARTY.

WHEREAS:

- A. In order to provide employment opportunities to youths of the country and to support industries' skilled manpower requirements, Vocational Training Provider is offering short term Vocational Courses i.e. Qualification Packs approved by Life Sciences Sector Skill Development Council (LSSSDC).
- B. The Vocational Courses are of typically three months duration and may be different from one Qualification Pack to the other.
- C. Vocational Training Provider therefore, proposes to associate with the industry partner to provide necessary support in imparting this certificate course through Partnership model by providing internship training to the students enrolled for this course.
- D. Both the parties herein being desirous of taking up a Partnership project have decided to enter into this present MOU on a non-exclusive basis.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **The Vocational Training Provider will carry out following functions:**
 - a. Conduct LSSSDC approved courses after ensuring proper accreditation of infrastructure and center by LSSSDC.
 - b. Provide premises with space as necessary to run the course either on its own or appoint required study centers for the same.
 - c. Take necessary steps to ensure competent students are enrolled for the course.

- d. Provide necessary accreditations to the student of a course on fulfillment of requisite criteria.
- e. Monitor and evaluate the achievement of the learning objectives.
- f. Nominate the students for undergoing internship training with the Industry Partner.
- g. Inform the Industry Partner the list of students undergoing through internship training.
- h. Ensure the students undergoing internship training carry and display their identity at all times while on the premises of the Industry Partner.
- i. Ensure that the student undergoing internship training goes through medical test including physical examination, random blood/urine and chest x-ray.
- j. Undertake verification of age and ensure that the age of student is above 18 years at the time of entry to the Industry Partner's premises & provide sufficient documentary proof to Industry Partner.
- k. Ensure that the students undergoing through internship training are covered under suitable insurance scheme to cater to the requirements of Employee Compensation Act, 2010 etc.
- l. Indemnify the Industry Partner against all losses, claims arising due to acts of indiscipline, misbehavior or destruction caused by the students undergoing internship training with the Industry Partner.
- m. Nominate a person to supervise the conduct and working of the set of trainees thus sent for the internship training.

2. The Industry Partner will

- a. Impart practical training to students in accordance with curriculum/syllabus requirements at its own premises in Hyderabad where the Industry Partner or its group companies have operations or at any of its vendor locations.
- b. Appoint a person for coaching and supervising the student during the internship training as per the schedule applicable and to coordinate and communicate with the representative at the Vocational Training Provider.
- c. Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built with the Vocational Training Provider.
- d. Revert within 10 days of receipt of list of candidates from the Vocational Training Provider with an acceptance to provide Industry Internship.
- e. Provide support to students in terms of access to canteen where available, and transportation, where available at a nominal charge during the internship training as per Industry Partner norms. The accommodation for students will neither be provided nor reimbursed by the Industry Partner.
- f. Provide internship training of up to 10 days for up to 10 students each per a Qualification Pack as per the list provided by the Vocational Training Provider of the aforementioned course in a month. This figure may increase or decrease depending upon various factors and Industry Partner's discretion.
- g. Shall not engage the trainee in any other activity apart from the internship training.

- h. Shall issue a "letter of completion of internship training" to the students of the Vocational Training Provider after evaluation based on parameters like Learning, Discipline, Attendance, Punctuality, Behavior, Adherence to the rules of the Industry Partner, etc.
3. The parties hereto agree to enter into this MOU on a principle-to-principle basis and none of the parties shall do or cause to be done anything derogatory to the reputation of the other.
4. The parties hereby agree that the partnership under this MOU is non-monetary in nature and there will be no charges levied by either party in exchange of services other than those specifically mentioned in this MOU or agreed to mutually by both parties.
5. During the term of the MOU and thereafter for reasonable period, all the parties hereto undertake on behalf of their respective sub-contractors/ employees/ representatives/ associates to maintain strict confidentiality and present disclosure thereof, of all the information and data exchanged/generated pertaining to work/ activity under this MOU for any purpose other than that specified in this MOU.
6. Notwithstanding the terms of any other provisions of this MOU, this MOU is not legally binding and nothing contained in this MOU shall impose any legal obligations on either party whatsoever.
7. This MOU may be amended by agreement of both parties in writing.
8. No change can be made to this MOU without written consent and duly signed by both the parties. Additions, deletions and/or alterations to this MOU may be effected with the written agreement of both the parties to this MOU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addenda to this MOU, and be deemed to be part of this MOU.
9. Any changes must be brought in notice of LSSSDC within 7 days
10. None of the parties will be held responsible for non- fulfillment of their respective obligations under this MOU due to work/ activity under this MOU for any purpose other than in accordance with this MOU.
11. None of the parties will be held responsible for non- fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, natural disasters, fire, flood, explosions, earthquakes, serious accidents, epidemics, insurrection riots, civil commotions, legal necessity, strikes, lockouts, labour troubles, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to other party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.



12. Time shall be the essence of this MOU and shall be effective from the date of signing of this presents for a period of five years and the parties herein, upon mutual agreement, may extend the said period from time to time.
13. This Memorandum of Understanding is a document of good faith and Implementation of the MOU would be monitored on a six monthly basis.
14. During the Tenure of the agreement, Industry Partner at its sole discretion may terminate this MOU at any time by giving a 1 (one) month' notice in writing to the Vocational Training Provider. Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties.
15. The Vocational Training Provider acknowledges the Industry Partner's right to terminate the student in the event of acts of indiscipline in the instance the student's continuation of training is not in the interest of the Industry Partner.
16. The internship training of a student will be terminated without any notice, if the student is found to indulge in any type of indiscipline or the conduct which is against the interest of Industry Partner.

17. Governing Law, Jurisdiction and Dispute Resolution

This MOU will be governed in all respects by the laws of India. All disputes, divergence or differences that may arise under or in relation to this MOU which cannot be settled amicably through consultation between representatives of both the parties within 30 days of such dispute, divergence or differences, shall be submitted to arbitration under Arbitration and Conciliation Act, 1996. There shall be one or more arbitrators appointed in accordance with the said law. The language of the arbitration shall be English and the place of Arbitration shall be Hyderabad. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned and their legal successors. The courts of Hyderabad alone, to the exclusion of any other, shall have the jurisdiction.

18. Lien on Employment

Student trainee will have no lien for the permanent / temporary employment with the Industry Partner where he / she is undergoing internship training.

19. No Warranty and Limitation of Liability

Industry Partner does not warrant a minimum guaranteed period of imparting training or undertake to avail the practical training at its location for a specific term or guarantee that the same will be availed for a minimum specific number of persons or day/s.

In no event will Industry Partner be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special incidental or consequential damages of any kind in connection with or arising out of rendering the training hereunder,



whether alleged a breach of contract or tortuous conduct, including negligence, irrespective of whether Industry Partner has advised Vocational Training Provider of the possibility of such damages or not.

20. Representations and warranties

- a) Each party hereby represents to the other that they have been duly incorporated / organized / registered under the applicable laws and has full legal right and authority to be engaged in the business and it has full corporate power and authority and is duly authorized to execute this MOU and perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this MOU will violate or in violation of any applicable laws for the time being in force.
- b) Each party represent that there are no litigations pending or threatened (judicial, regulatory or otherwise) that would or might prevent or adversely interfere with the performance of obligations under this MOU and Vocational Training Provider hereby agrees to promptly notify the other in writing of any threatened or proposed action it may file or be filed against it.

21. Confidentiality

The parties acknowledge that during the term it may be necessary for Industry Partner to disclose to Vocational Training Provider, orally or in writing or in any other tangible or intangible form, technical including but not limited to business information regarding recruitment procedure or any other 'Confidential Information' of Industry Partner. All information derived from the Industry Partner is to be considered Industry Partner information for the purposes of this MOU. All Industry Partner's information is deemed to be highly confidential by Industry Partner and should be deemed to be highly confidential by the Vocational Training Provider as well. Vocational Training Provider agrees not to disclose any Industry Partner's information to any third party (except of its employees, its affiliated and sisters companies on a strictly need to know basis and underwritten terms of confidentiality at least as protective as those this clause) without the prior express written consent of the Industry Partner and not to use Industry Partner information other than strictly in the performance of this MOU. These restrictions upon disclosure and use of Industry Partner information including information pertaining to Industry Partner trade secrets shall survive termination of this MOU, but shall cease to apply to any specific portion of Confidential Information which:

- a) is already in Vocational Training Provider possession at the time of disclosure thereof, as may be demonstrated by documentary evidence.
- b) is or later become available to the public other than by Vocational Training Providers default.
- c) is lawfully received by Vocational Training Provider from a third party having no obligation of confidentiality.
- d) is independently developed by Vocational Training Provider.
- e) is approved to be disclosed by Industry Partner.
- f) is required to be disclosed by law or government regulation, provided that Vocational Training Provider shall notify Industry Partner in writing that such disclosure is required, and the disclosing party may seek a protective order or other appropriate remedy from any court or tribunal at its cost.