

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Analog Labs, Prashanti Nagar, IDA, Balanagar, Hyderabad,
Telangana 500072**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery,
formulation development, clinical studies and
industry academia interaction for teaching and research**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is executed on this **FIRST** day of **JUNE**, 2019 at **KURNOOL** by and between:

1. **Analog Labs**, a company incorporated and registered under the [*Indian*] Companies Act, 1956 and having its registered office at Prashanti Nagar, IDA, Balanagar, Hyderabad, Telangana 500072.(hereinafter referred to as “**Analog labs**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, anaffiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramuand having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.(hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

Analog and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **Analog labs** is providing Analytical Testing services for the industries of Bulk Drugs, Drug Intermediates, Pharmaceutical Formulations, Cosmetics, Chemicals, Water and Minerals:
 - (a) assist manufacturer, research facility, academic institution or organization in finding independent, contract pharmaceutical testing laboratories to perform all your pharmaceuticals studies, research projects, experimentation, laboratory testing and analysis;
 - (b) shoulders the responsibility of bridging the gap between academic training and Industry requirements by providing the proper training, tailor-made by a group of industry experts
 - (c) prepares productive and inspired chemists/analysts/pharmacists from the day one of their joining the industry and bring value addition for both employee and employer
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **Analog labs** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

¹ Bell to confirm that this accurately reflects its business activities.

- B. **Dr. KVSP** was established in the year 2007 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. **Dr. KVSP** has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

- C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
- (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
- (ii) sponsorship by **Analog labs**, of identified research projects to be undertaken by Ph. D. / M.Pharm candidates of the **Dr. KVSP**, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties ("**Definitive Agreements**"). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

²We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.

- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation
- (f) of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information ("**Confidential Information**") and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavors to prevent their respective officers, employees or agents, if any, from doing so. This obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;

- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party (“**Indemnifying Party**”) to indemnify and hold harmless the other Party (“**Indemnified Party**”), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) “**Invention**” shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and

- (b) “**Intellectual Property**” shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).
- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), Analog labs shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of Analog labs.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of Analog labs including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with Analog labs shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in Analog labs.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of Analog labs and shall be made by Analog labs only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to Analog labs.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever Analog labs’s services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to Analog labson a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case-to-case basis.³

7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.

9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at KURNOOL, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 year from the effective date from 15 July, 2017 to 30 June 2022.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of AODH Pharmaceuticals and Dr. KVSrip.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to AODH:

Attn: K.Anupama Reddy
Address: 3rd Floor, Plot No.86, Prashanthi Nagar, Kukatpally, Hyderabad -500072
Phone: 9618252442
Email: analoglbs@gmail.com

In the case of notices to Dr. KVSP:

Attn: Dr. G. Nagarajan
Signature:
Address: Opp. Dupadu RS, NH-44, Lakshmipuram (Post), Kurnool
Phone: +919440282181, +91970333789
Fax No: 08518-287618
Email: principalkvsrip@gmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS





This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.

In witness whereof, the Parties hereto caused this MOU to be executed on this 21 day of JULY, 2019.

<p>Signed for and on behalf of Analog labs, Hyderabad.</p>  <p>Name : K. Anupama Reddy Designation : Director</p> <p>Witness</p> <p>_____ Name : Designation :</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy College of Pharmacy, Kurnool.</p>  <p>Name : Dr. G. Nagarajan Designation : Principal</p> <p>Witness</p> <p>Dr. B. V. Ramana</p>  <p>Name : Designation : Vice Principal</p> 
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9-1-18
Rp:10/-

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
Dr. K.V. Subba Reddy Institute of Pharmacy, Kurnool

P. Prabhakar
84AA 395755
P. Prabhakar, Licensed Stamp Vendor
L.No. 13-27-002/1914, R.L.No.13-22-002/2018-2020
H.No. 11/1-7, Subbaraya Nagar, Mallar
KURNOOL-518 003, Cell - 9440305272

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Dr. K.V.SUBBA REDDY INSTITUTE OF PHARMACY
(An Approved Academic Institution)

And

APPLE PHARMA SOLUTIONS
(A Registered Company)

This MOU is

Made by: Dr. K.V.Subba Reddy Institute of Pharmacy, Kurnool.
Made between: Dr. K.V.Subba Reddy Institute of Pharmacy, Kurnool and
Apple Pharma Solutions, Hyderabad.
Made on: 10-01-2018

Dr. K.V.Subba Reddy Institute of Pharmacy which is sponsored by **Vaibhav Educational Society**, situated in Kurnool, hereinafter referred as **KVSP** or **FIRST PARTY**,

AND

Apple Pharma Solutions, Hyderabad, hereinafter referred as **SECOND PARTY**.

Whereas First Party and Second Party shall be hereinafter jointly referred to as "parties" and singularly as "party".

1. Scope of the MOU:
To establish industry-institution collaboration in areas of mutual interest and in accordance with terms and conditions set forth in this MOU.

2. Activities and Responsibilities of the First Party:
To share the student details to the second party.
To provide the rent free premises and other facilities to the second party at during the on-campus and off-campus placement drive.
To provide hospitality to the representative/s of the second party during their activities at the premises of first party.

3. Activities and Responsibilities of the Second Party:

S. No	Name of the activity/ Responsibility	Acceptance
1.	Supply of samples of Active Pharmaceutical Ingredients (API) and/or other excipients to the student's academic project works at nominal or free of cost.	Yes/No ✓
2.	Allowing the students of first party to the industrial visit yearly.	Yes/No ✓
3.	Providing the industrial training to the B. Pharmacy students as per the curriculum of JNTUK.	Yes/No ✓
4.	Sponsoring the project works/internship for the II year M. Pharmacy students at production plant or formulation R&D/ analytical R&D.	Yes/No ✓
5.	Demonstration of various new equipments to the students by the company experts/ technical persons.	Yes/No ✓
6.	Conducting the off-campus/ on-campus placement drive yearly or at least when necessary.	Yes/No ✓
7.	Generous guest lectures by the industrial resource persons to motivate the students towards the research activities.	Yes/No ✓
8.	To conduct the certificate courses/ crash courses to the students at nominal or free of cost.	Yes/No ✓

4. Term of the MOU

This MOU is valid for 10 years. This MOU shall be terminated in writing by any of the parties by serving on the other party 30 days notice thereof. This notice shall be delivered at the registered address of either party.

In witness whereof, the parties here to have set and subscribed their respective hands and seal on the day, month and year herein above mentioned.

	On and Behalf of First Party	On and Behalf of Second Party
Person Signature with date		
Person Name	Dr.K.V.Subba Reddy, M.A, M.Ed., L.L.B., Ph.D.,	KADER DATIAN
Designation	Founder & Chairman.	BDM.
Party Name	Dr. K.V.Subba Reddy Institute of Pharmacy.	APPLE PHARMA SOLUTIONS.
Party Seal	For Vaibhav Educational Society Alagadda (Po) Karnool, Dt.	
Witness Name	Dr.A.V.Badari Nath, Principal.	Dr. S. Ramakrishna
Witness Signature		

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Chalco Chemical Laboratories Pvt. Ltd.

**Corporate office: D.no.3-49/46, Mamathanagar, Nagole,
Hyderabad**

**Manufacturing unit: 26SF2, Block III, EPIP, Pashamylaram,
Patancheru-502307.**

And

K. V. SUBBA REDDY INSTITUTE OF PHARMACY

**Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post),
Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery,
formulation development, Internship, clinical studies and
industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 15 day of **JULY**, 2017 at **KURNOOL** by and between:

1. **Chalco Chemical Laboratories Pvt. Ltd** registered under the [*Indian*] Companies Act, 1956 and having its registered office at Chalco Chemical Laboratories Pvt. Ltd. Corporate office: D.no.3-49/46, Mamathanagar, Nagole, Hyderabad Manufacturing unit: 26SF2, Block III, EPIP, Pashamylaram, Patancheru-502307. (Hereinafter referred to as “**CHALCO**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt. (Hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

CHALCO and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **CHALCO** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
- (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **CHALCO** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

- B. **Dr. KVSP** was established in the year 2007 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. **Dr. KVSP** has the following mission and vision:

¹ **Chalco** to confirm that this accurately reflects its business activities.



(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

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To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by **CHALCO**, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project; (collectively referred to as the "**Proposed Transaction**").

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2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) Instruments and equipment’s available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;
- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information ("**Confidential Information**") and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. These obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;
- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.



5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and
- (b) "**Intellectual Property**" shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).

- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.



- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), **CHALCO** shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of **CHALCO**.
- 6.4. Dr KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of **CHALCO** including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with **CHALCO** shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in **CHALCO**.
- 6.5. Dr KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of **CHALCO** and shall be made by **CHALCO** only and Dr KVSP shall provide all such information and assistance as may be deemed necessary in this regard to **CHALCO**.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever **CHALCO**'s services are employed for patent filing, sealing, protection know-how developed, Dr KVSP shall automatically assign the know-how to **CHALCO** on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr KVSP may be considered on a case to case basis.³

7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Nellore, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;

³ The exact intent of the highlighted provision is not clear.



- (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.

9. RELATIONSHIP OF PARTIES

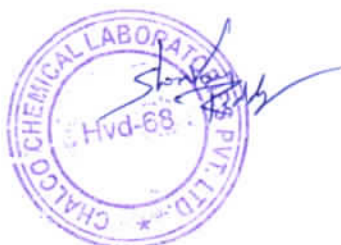
The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:



In the case of notices to Chalco Chemicals:

Attn : G SRAVAN KUMAR
Address: : Nagole,Hyderabad
Phone: : 9963985925
Email: : hr@chalcochemlabs.in

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address: : Dupadu RS, N.H-44, Lakshmpuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No: : 08518-287618
Email: : principalkvsrip@gmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

12. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

13. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

14. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

15. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

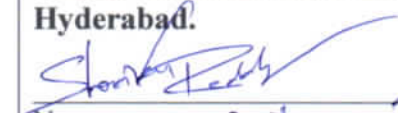

16. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.



Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.

In witness whereof, the Parties hereto caused this MOU to be executed on this 15th day of JUNE, 2017.

<p>Signed for and on behalf of Chalco Chemical Laboratories Pvt. Ltd. Hyderabad.</p> <p></p> <p>Name : G. Srinaray Reddy Designation : Director</p> <p>Witness</p> <p></p> <p>Name : K. Rajasethran Reddy Designation : Manager - (R&D)</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy,.</p> <p>Name : Dr. G. Nagarajan Designation : Principal</p> <p>Witness</p> <p>Name : Dr. B. V. Ramana Designation : Vice Principal</p>
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HealthGenic Solutions Ltd
Unit no 1217/3
11th floor
Vasavi MPM grand
Ameerpet circle
Ameerpet
Hyderabad-500073

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Unit no 1217/3, 11th floor, Vasavi MPM grand, Ameerpet circle
Ameerpet
Hyderabad-500073.**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery,
formulation development, clinical studies and
industry academia interaction for teaching and research**

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HealthGenic Solutions Ltd
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This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is executed on this 7th day of JUNE, 2017 at KURNOOL by and between:

1. **HealthGenic solutions**, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at Unit no 1217/3, 11th floor, Vasavi MPM grand, Ameerpet circle, Ameerpet, Hyderabad - 500073. (Hereinafter referred to as “**HealthGenic**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt. (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

HealthGenic and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **HealthGenic** is engaged in the business of medical insurance claiming includes *inter alia*:
- (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of HealthGenic is an industry leader operating at the intersection of healthtech and insurtech.¹

¹ Medi Assist to confirm that this accurately reflects its business activities.

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B. **Dr. KVSP** was established in the year 2007 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. **Dr. KVSP** has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIVE AGREEMENTS**

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²


² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.

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2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipment's available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experiments and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;
- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY


The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of.

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entering into this MOU, and shall use reasonable endeavors to prevent their respective officers, employees or agents, if any, from doing so. These obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;
- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party (“**Indemnifying Party**”) to indemnify and hold harmless the other Party (“**Indemnified Party**”), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:


- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

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6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) **“Invention”** shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and
- (b) **“Intellectual Property”** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).

6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.

6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), **HealthGenic** shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of **HealthGenic**.

6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of **HealthGenic** including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with **HealthGenic** shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in **HealthGenic**.

6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of **HealthGenic** and shall be made by **HealthGenic** only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to **HealthGenic**.

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7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.

7.2. The Definitive Agreements shall also specify that:

- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
- (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

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Ameerpet circle
Ameerpet
Hyderabad-500073

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.

9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Nellore, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. NOTICES


Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses

 +44 7481 096358

 krishna@healthgenicsolutions.com

 www.healthgenicsolutions.com



 HealthGenic Solutions Ltd
 Unit no 1217/3
 11th floor
 Vasavi MPM grand
 Ameerpet circle
 Ameerpet
 Hyderabad-500073

In the case of notices to HealthGenic:

Attn : Hari Krishna Chanda
 Signature : 
 Address : 
 Phone : 82C6707F2D73412...
 9912877007
 Fax No :
 Email : krishna@healthgenicsolutions.com

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
 Signature :
 Address: : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
 Phone: : +919440282181, +919704333789
 Fax No: : 08518-287618
 Email: : principalkvsrip@gmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

12. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

13. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

14. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior

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Unit no 1217/3
11th floor
Vasavi MPM grand
Ameerpet circle
Ameerpet
Hyderabad-500073

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS

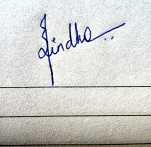
This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.

In witness whereof, the Parties hereto caused this MOU to be executed on this 7th day of JUNE, 2017.

<p>Signed for and on behalf of Health Genic Solutions, Hyderabad.</p> <p>DocuSigned by: <i>Hari Krishna Chanda</i></p> <p>82C8707F2D73412...</p> <p>Name : Hari Krishna Chanda Designation : Director</p> <p>Witness</p>  <p>Name : Bindhu Saripalli Designation : BDM</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool.</p> <p>Name : Dr. G. Nagarajan Designation : Principal</p> <p>Witness</p> <p>Name : Dr. B. V. Ramana Designation : Vice Principal</p>
--	--

+44 7481 096358

krishna@healthgenicsolutions.com

www.healthgenicsolutions.com



Indus IT Software Services

Makes Up One's Mind

CIN No: U72501AP2017PTC104917

Memorandum of Understanding

This Agreement is executed on this 12th day of January 2019 at Kurnool.

Between

"Indus It Software services Pvt. Ltd", an Indian incorporation with its principal place of business at Shop no 405, Sai Vasanth Complex, Birla Compound Kurnool, India, (hereinafter referred to as "Indus It Software services Pvt. Ltd" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **FIRST PARTY**

And

"Department of Computer Science & Engineering, Dr.K.VSubba Reddy Institute of Pharmacy", a Company/ Organization/ Society / Educational Institution incorporated under the provisions of the Indian Companies Act/ Societies Act etc., having its registered office at Opp. Dupadu Railway Station, NH-44, Laksmipuram, Kurnool, Andrapradesh, India-518218., (hereinafter referred to as "Infrastructure Partner" which expression shall include its associates, affiliates, and legal assigns and successors) of the **SECOND PARTY**

"Indus It Software services Pvt. Ltd" and "Infrastructure Partner", are also referred to individually as 'Party' and collectively as 'Parties'

WHEREAS

- (1) "Indus It Software services Pvt. Ltd has come up with distinct skill development programs for academic institutions with an objective of increasing the employability growth rate by equipping students with extra-curricular activities apart from academic curriculum.
- (2) The Infrastructure Partner is interested to partner with the "Indus It Software services Pvt. Ltd in the initiative of skill development Programs by way of providing Infrastructure, and other Facilitating Support, and has confirmed its acceptance to enter into this Agreement with the "Indus It Software services Pvt. Ltd".
- (3) The Parties desire to structure a relationship and enter into this Agreement so as to offer customized, client-specific training programs relating to the Industry, for which both the Parties shall deploy their core competencies. This Agreement shall govern the overall relationship of the parties and for the specific mandates various work orders / any other document shall be executed between the parties.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose:

The purpose of this Agreement is to establish partnership between the Parties for imparting placement linked or Non-placement linked training or up-skilling training to the Trainees in any trade that is being implemented by "Indus It Software services Pvt. Ltd".

Indus IT Software Services Pvt. Ltd.

#405, Sai Vasanth Complex, Birla Compound, KURNOOL-518002.

Ph : 08518-233509 / 949 275 9753 / 9177 287 508

Email : info@indusit.co.in | www.indusinnovatives.in

- VIII. "Indus It Software services Pvt. Ltd". staff must not collect any fee and will not accept any form of gifts from trainees without Infrastructure Partner's notice.
- IX. "Indus It Software services Pvt. Ltd" will maintain a professional attire with an Identity cards.
- X. "Indus It Software services Pvt. Ltd" special Cloud Services/Hosting Services/Application development expenses/R&D installation and maintenance expenses must be borne by Infrastructure Partner.
- XI. Following curriculum will be executed within 1 month of each semester(2 months in a year) 2 hours/day as per suggestions of academic experts/HODs.

B.Pharmacy, Pharm.D	
S No	
Video based Industrial Training	Concepts of Medical Coding & Transcription
Basic Concepts of Medical Transcription	Clinical Practice Methodologies
Internet of Things	Pharmacy Practice web based concepts

5. Intellectual property rights:

All the copyrights of the Training Content given to the Infrastructure Partner shall be of Indus It Software services Pvt. Ltd and the Infrastructure Partner shall not use it any form without the written consent of Indus It Software services Pvt. Ltd.

6. Dispute Resolution:

This Agreement shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Hyderabad, India.

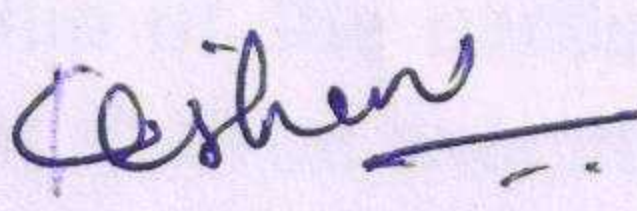
7. Validity and termination:

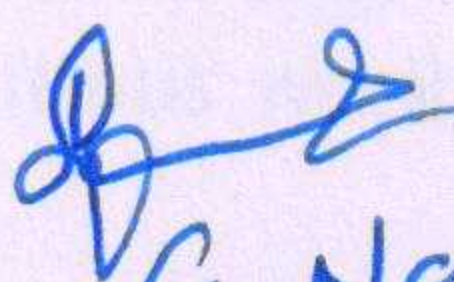
Either party can also terminate the Agreement giving the other party 3 months prior notice; in case of Termination both the parties will complete all the Roles and Responsibilities as per the Agreement for the ongoing programs.

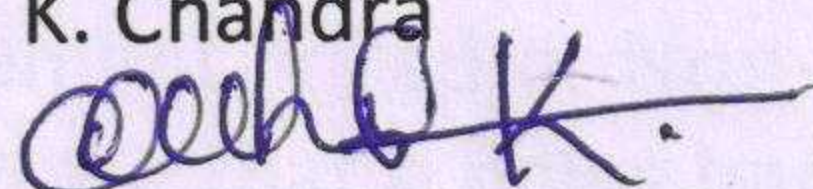
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

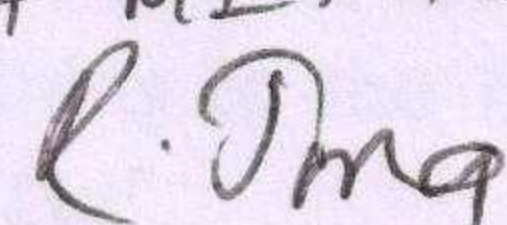
For: Indus It Software services Pvt. Ltd

For: Dr. KV Subba Reddy Institute of Pharmacy

Signature: 
 Name: Mr. Karra Kishore
 Designation: Director

Signature: 
 Name: G. Nagarajan
 Designation: PRINCIPAL

Signature of Witnesses 1:
 Name: K. Chandra


Signature of Witnesses 2:
 Name: R. JONA METHUSALA




MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Krishcare Formulations, 11-6-56/2/25, Opp IDPL Factory,
Balanagar, Hyderabad - 500037.**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
The areas of new drug discovery,
Formulation development, clinical studies and
Industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 14 day of **JULY**, 2017 at **KURNOOL** by and between:

1. **Krishcare Formulations**, a company incorporated and registered under the [*Indian*] Companies Act, 1956 and having its registered office at **11-6-56/2/25, Opp IDPL Factory, Balanagar, Hyderabad - 500037** (hereinafter referred to as “**KRISHCARE**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt. (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

KRISHCARE and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **KRISHCARE** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
 - (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **KRISHCARE** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

¹ Krishcare to confirm that this accurately reflects its business activities.



B. Dr. KVSP was established in the year 2007 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. Dr. KVSP has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by **KRISHCARE**, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;



(collectively referred to as the “**Proposed Transaction**”).

- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) Instruments and equipment’s available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction, e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



on the objectives sought to be achieved by the Proposed Transaction;

- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. This obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential.



- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereof, and know-how related thereto; and



(b) **“Intellectual Property”** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).

- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), **KRISHCARE** shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of **KRISHCARE**.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of **KRISHCARE** including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with **KRISHCARE** shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in **KRISHCARE**.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of **KRISHCARE** and shall be made by **KRISHCARE** only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to **KRISHCARE**.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever **KRISHCARE**'s services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to **KRISHCARE** on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case to case basis.³

³ The exact intent of the highlighted portion is not clear.



7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.



9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **14 July, 2017 to 30 JUNE 2020.**
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Bell Pharmaceuticals and Dr. KVSRIIP.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to KRISHCARE:

Name : R.VIDHYADHARA RAO
Address : 11-6-56/2/25, IDPL FACTORY, BALANAGAR, KUKATPALLY, HYD-37.
Phone : +91-9959666898
Fax No : 040-23060195
Email: : krishcare8@yahoo.com.

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone : +919440282181, +919704333789
Fax No : 08518-287618
Email : principalkvsrip@gmail.com



All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

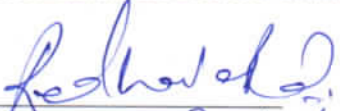




17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 14 day of JULY, 2017.

<p>Signed for and on behalf of KRISHCARE Formulations Private Limited, Hyderabad.</p> <p> Name : R. V. Chyadhara Rao Designation : Managing partner</p> <p>Witness</p> <p> Name : G. Sharav Kumar Reddy Designation : Manager - AR&B</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p> Name : Dr. G. Nagarajan Designation: Principal</p> <p>Witness</p> <p> Name : Dr. B. V. Ramana Designation : Vice Principal</p> 
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**RENEWAL OF
MEMORANDUM OF UNDERSTANDING (MOU)**

Between

**Krishcare Formulations, 11-6-56/2/25, Opp IDPL Factory,
Balanagar, Hyderabad - 500037.**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
The areas of new drug discovery,
Formulation development, clinical studies and
Industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 10 day of JULY, 2020 at KURNOOL by and between:

1. **Krishcare Formulations**, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at **11-6-56/2/25, Opp IDPL Factory, Balanagar, Hyderabad - 500037** (hereinafter referred to as “**KRISHCARE**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt. (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

KRISHCARE and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **KRISHCARE** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
- (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **KRISHCARE** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

¹ Krishcare to confirm that this accurately reflects its business activities.



B. Dr. KVSP was established in the year 2007 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. Dr. KVSP has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

C. The Parties are discussing the possibilities of arriving at an understanding for:

(a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;

(b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:

(i) faculty exchange programs between members of the Parties and scientists for closer interactions; and

(ii) sponsorship by **KRISHCARE**, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;



(collectively referred to as the “**Proposed Transaction**”).

- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) Instruments and equipment’s available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



on the objectives sought to be achieved by the Proposed Transaction;

- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. This obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;



- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and



(b) **“Intellectual Property”** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).

- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), **KRISHCARE** shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of **KRISHCARE**.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of **KRISHCARE** including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with **KRISHCARE** shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in **KRISHCARE**.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of **KRISHCARE** and shall be made by **KRISHCARE** only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to **KRISHCARE**.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever **KRISHCARE**'s services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to **KRISHCARE** on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case to case basis.³

³ The exact intent of the highlighted portion is not clear.



7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.



9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **10 July, 2020 to 31 MAY 2023**.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Bell Pharmaceuticals and Dr. KVSrip.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to KRISHCARE:

Name : R.VIDHYADHARA RAO
Signature :
Address : 11-6-56/2/25, IDPL FACTORY, BALANAGAR, KUKATPALLY, HYD-37.
Phone : +91-9959666898
Fax No : 040-23060195
Email: : krishcare8@yahoo.com.

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone : +919440282181, +919704333789
Fax No : 08518-287618
Email : principalkvsrip@gmail.com



All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.






17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

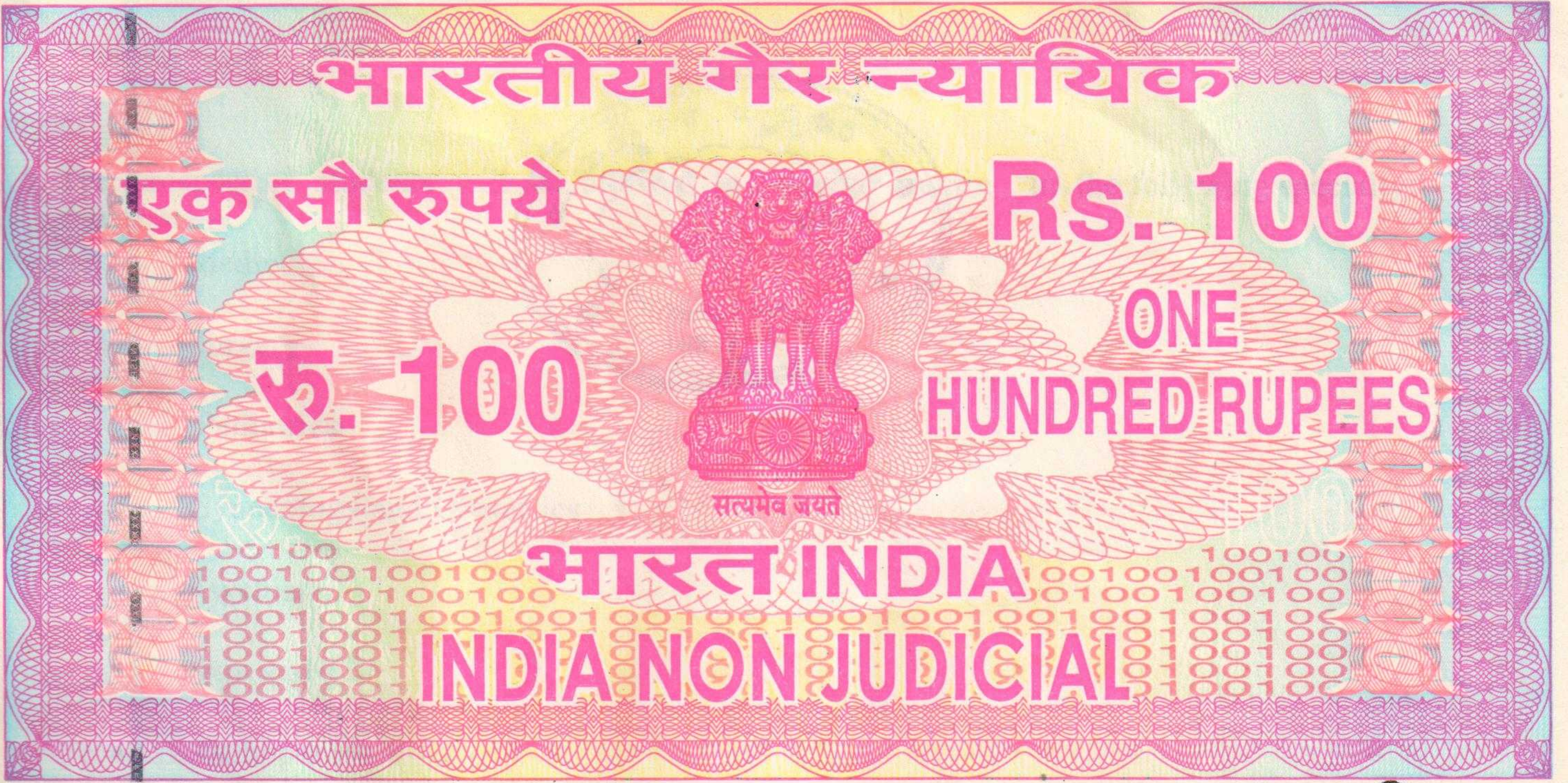
Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 10 day of JULY, 2020.

<p>Signed for and on behalf of KRISHCARE Formulations Private Limited, Hyderabad.</p> <p></p> <p>Name : R. V. Sridhara Rao Designation : Managing Partner</p> <p>Witness</p> <p></p> <p>Name : G. Srinivas Kumar Reddy Designation : Manager - AR&D</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p></p> <p>Name : Dr. G. Nagarajan Designation: Principal</p> <p>Witness</p> <p></p> <p>Name : Dr. B. V. Ramana Designation : Vice Principal</p> <p></p>
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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

A. Venkateswarlu
BT 628024

SI.No. 7807

Date: 1-10-2015

Rs. 100

Sold to
For whom

K.V. సబ్బారెడ్డి ఇంస్టిట్యూట్ ఆఫ్ ఫార్మసీ, కర్నూలు
K.V. సబ్బారెడ్డి ఇంస్టిట్యూట్ ఆఫ్ ఫార్మసీ, కర్నూలు

A. VENKATESWARLU
Licensed Stamp Vendor
L.No. 13-21-000/1988
RL No. 13-21-003/2013 No 2015
H.No. 53/5, Fert, Kurnool - 578001
CeH : 9502036834

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on 05 Day October month 2015 Year

between

Government General Hospital, Budhawarpet, kurnool Which is represented by its Superintendent herein named as party one

and

Dr.K.V.Subba Reddy Institute of Pharmacy, Opp. Dupadu Railway Station, N.H.-7, Laxmipuram Post , Kallur Mandal , Kurnool and affiliating to Jawaharlal Nehru Technological University Anantapur represented by its Principal herein named as party two

The parties hitherto agree as follows:

1. Party one declares that Government General Hospital, Budhawarpet, kurnool is a 1050 bedded hospital, with a minimum of 120 beds for General Medicine Department.
2. Party one agrees to provide to party two the minimum space necessary of 1200 square feet in the hospital building to establish Pharmacy Practice department for the conduct of Pharm.D programs
3. Party one agrees to provide preceptors required to train the Pharm.D students.
4. Party one agrees that, it will not enter into similar agreement with any other Pharmacy institution/s or department/s offering or intend to offer Pharm.D programs.

Signature

Superintendent
21/10/2015
Govt. General Hospital
KURNOOL

Signature

Principal
PRINCIPAL
Dr. K.V.S.R. Inst. of Pharmacy,
Opp. Dupadu R.S., N.H - 7
KURNOOL - 518218 (A.P.)

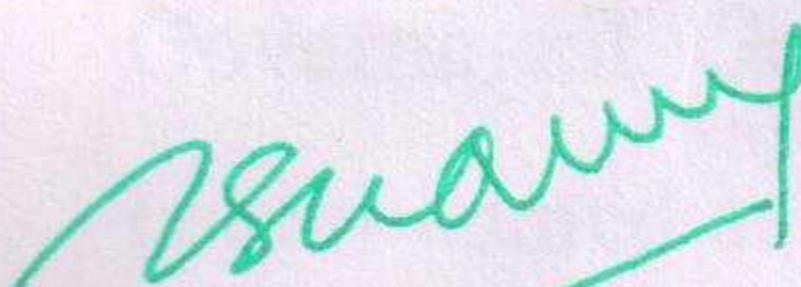
5. The prospective students will be allowed to undergo training in the following specialty departments

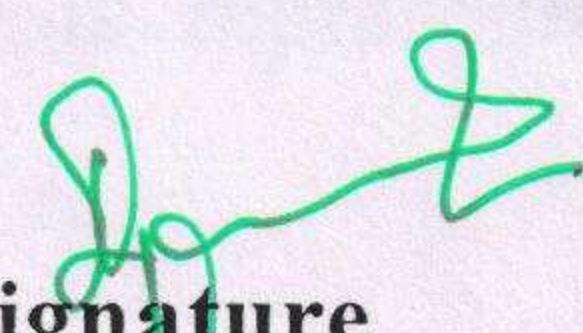
- Medicine
- Surgery
- Pediatrics
- Gynecology and Obstetrics
- Psychiatry
- Skin and VD
- Orthopedics

6. Party two will provide the academic staff and necessary infrastructure for Pharm. D course as per the PCI norms and takes the overall responsibility for smooth conduct of the programs.

7. This agreement is to be in effect at least for ten years from the time of its endorsement by both the parties.

8. The officials representing Government General Hospital, Budhawarpet, kurnool and Dr.K.V.Subba Reddy Institute of Pharmacy are signing this MOU to achieve the beneficial objectives of Pharm.D programs.


Signature
12/10/2015
Superintendent
Govt. General Hospital
KURNOOL.


Signature
PRINCIPAL
Dr. K.V.S.R. Inst. of Pharmacy,
Opp. Dupadu R.S., N.H - 7
KURNOOL - 518218 (A.P.)



NAKODA CHEMICALS LIMITED.

AN ISO 9001 - 2015 COMPANY

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Nakoda Chemicals Ltd, Plot No, 64/A, Phase 1, IDA
Jeedimetla, IDA, Jeedimetla, Hyderabad, Telangana
500055**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post),
Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery, clinical studies and
industry academia interaction for teaching and research**



Regd. & Fact Office : 64/A & 65/B, Phase-I
IDA-Jeedimetla, Hyderabad - 500 055
Telangana, INDIA.
CIN : U24114TG1989PLC009703
GST : 36AAACN6893M1ZS

(O) : +91-40-23447755 / 23447756
Fax : +91-40-23447754
E-mail : info@nakodachemical.com
mktg@nakodachemical.com
Website : www.nakodachemical.com

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 07th day of JULY, 2017 at KURNOOL by and between:

1. **Nakoda Chemicals Pvt Ltd**, a company incorporated and registered under the [*Indian*] Companies Act, 1956 and having its registered office at Plot No, 64/A, Phase 1, IDA Jeedimetla, IDA, Jeedimetla, Hyderabad, Telangana 500055 (hereinafter referred to as “**Nakoda**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, NH-44, Lakshmipuram (Post), Kurnool-518218 (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

NAKODA and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **NAKODA** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
- (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **NAKODA** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹



¹ Nakoda to confirm that this accurately reflects its business activities.

- B. Dr. KVSP was established in the year 2007, with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. Dr. KVSP has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

- C. The Parties are discussing the possibilities of arriving at an understanding for:
- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
 - (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by NAKODA, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.



The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(collectively referred to as the “**Proposed Transaction**”).

- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

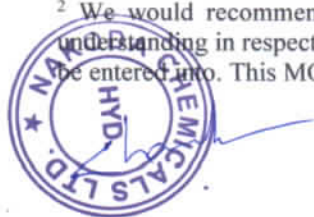
The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;
- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 03 (Three) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. These obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;
- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;



- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party (“**Indemnifying Party**”) to indemnify and hold harmless the other Party (“**Indemnified Party**”), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) “**Invention**” shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and



- (b) “**Intellectual Property**” shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).
- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), **Nakoda** shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of **Nakoda**.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of **Nakoda** including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with **Nakoda** shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in **Nakoda**.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of **Nakoda** and shall be made by **Nakoda** only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to **Nakoda**.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever **Nakoda**'s services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to **Nakoda** on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case-to-case basis.³

The exact intent of the highlighted portion is not clear.



7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.



9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **07 Feb, 2021** to **07 Feb 2023**.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Nakoda Chemicals Ltd and Dr. KVSrip.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to Nakoda:

Attn : CHANDRA SEKHAR
Address: : IDA-JEEDIMETLA, HYDERABAD.
Phone: : 040-23447756
Fax No: : 040-23447754
Email: : info@nakodachemicals.com

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address: : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No: : 08518-287618
Email: : principalkvsrip@gmail.com



All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

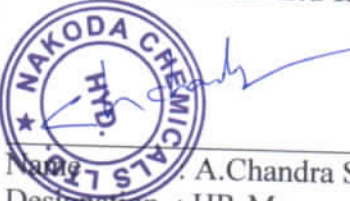
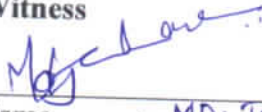
17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 07th day of FEBRUARY, 2021.

<p>Signed for and on behalf of Nakoda Chemicals Ltd Hyderabad.</p>  <p>Name : A.Chandra Sekhar Designation : HR-Manager</p> <p>Witness</p>  <p>Name : MD. Jahangeer Ahmed Designation : Jr. HR</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p>Name : Dr. G. Nagarajan Designation: Principal</p> <p>Witness</p> <p>Name : Dr. B. V. Ramana Designation :Vice Principal</p>
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Neuland Laboratories Limited
Survey No. 347, 473, 474 & 490/2,
Veerabhadraswamy Temple Road,
Bonthapally Village, Gummadidala Mandal,
Sangareddy District - 502313,
Telangana, India.

Phone: +91 - 8458-39-2724/39-2722
Fax : +91 - 40-3021-1602

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Neuland Corporate Office, 11th Floor (5th Level, Phoenix
IVY III Building Plot No. 573A, Neuland Labs, Rd
Number 82, Jubilee Hills, Hyderabad, Telangana 500033**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post),
Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery, clinical studies and
industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 19th day of Feb, 2021 at KURNOOL by and between:

1. **Neuland Corporate Office**, a company incorporated and registered under the [*Indian*] Companies Act, 1956 and having its registered office at 11th Floor (5th Level, Phoenix IVY III Building Plot No. 573A, Neuland Labs, Rd Number 82, Jubilee Hills, Hyderabad, Telangana 500033 (Hereinafter referred to as “**Neuland**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, NH-44, Lakshmipuram (Post), Kurnool-518218 (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

NEULAND and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **Neuland** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
- (a) Distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (b) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **Neuland** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹



¹ **Neuland** to confirm that this accurately reflects its business activities.

- B. Dr. KVSP was established in the year 2007, with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. Dr. KVSP has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

- C. The Parties are discussing the possibilities of arriving at an understanding for:
- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
 - (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by **Neuland**, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(collectively referred to as the “**Proposed Transaction**”).



- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

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The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
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- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

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Each of the Definitive Agreements shall be in effect initially for a period of 03 (Three) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

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- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;



- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

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The Definitive Agreements shall contain mutual indemnity provisions for each Party (“**Indemnifying Party**”) to indemnify and hold harmless the other Party (“**Indemnified Party**”), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

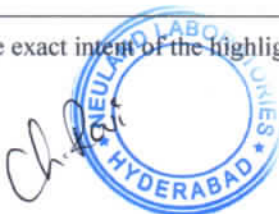
6.1. For the purposes of this Clause:

- (a) “**Invention**” shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and



- (b) “**Intellectual Property**” shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).
- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), **Neuland** shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of **Neuland**.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of **Neuland** including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with **Neuland** shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in **Neuland**.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of **Neuland** and shall be made by **Neuland** only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to **Neuland**.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever **Neuland**'s services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to **Neuland** on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case-to-case basis.³

³ The exact intent of the highlighted portion is not clear.



7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.

7.2. The Definitive Agreements shall also specify that:

- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
- (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.



9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **19 Feb, 2021** to **19 Feb 2023**.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of **Neuland Corporate Office** and **Dr. KVSrip**.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to Neuland:

Attn : CH Ravi Kumar
Address: : Unit-1,Bonthapalli,Gummadidala,Sangareddy.
Phone: : 8008555016
Fax No: : 040-30211602
Email: : ravich@neuland.com

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address: : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No: : 08518-287618
Email: : principalkvsrip@gmail.com



All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

16.

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

17. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.


18. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 19th day of FEBRUARY, 2021.

<p>Signed for and on behalf of Neuland Corporate Office, Hyderabad.</p> <p> Name : CH.RAVI KUMAR Designation : DGM-HR</p> <p>Witness</p> <p>_____ Name : Designation :</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p>_____ Name : Dr. G. Nagarajan Designation: Principal</p> <p>Witness</p> <p>_____ Name : Dr. B. V. Ramana Designation :Vice Principal</p>
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MEMORANDUM OF UNDERSTANDING (MOU)

Between

**PELCOAT FORMULATIONS,
Survey no- 13, Kucharam Village,
Toopran Mandal, Medak Dist.
Hyderabad - 502336, Telangana, India
And**

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post),
Kurnool Dt.**

For

**Facilitating collaborative research & development in
The areas of new drug discovery,
Formulation development, clinical studies and
Industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 15 day of JULY, 2017 at KURNOOL by and between:

1. **PELCOAT FORMULATIONS**, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at Survey no- 13, Toopran Mandal, Kucharam Village, Hyderabad, Telangana 502336 (hereinafter referred to as “**PELCOAT**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, NH-44, Lakshmipuram (Post), Kurnool-518218 (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

PELCOAT and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. PELCOAT is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
 - (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of PELCOAT consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹



¹ PELCOAT to confirm that this accurately reflects its business activities.

- B. Dr. KVSP was established in the year 2007, with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. Dr. KVSP has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

- C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) Mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
- (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
- (ii) Sponsorship by PELCOAT, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;



(Collectively referred to as the “**Proposed Transaction**”).

- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

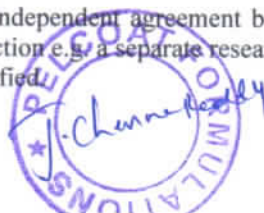
The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipment’s available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

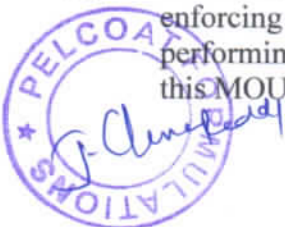
This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. These obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;
- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;



- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) The extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party (“**Indemnifying Party**”) to indemnify and hold harmless the other Party (“**Indemnified Party**”), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

“**Invention**” shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and

- (a) “**Intellectual Property**” shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).



- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), PELCOAT shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of PELCOAT.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of PELCOAT including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with PELCOAT shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in PELCOAT.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of PELCOAT and shall be made by PELCOAT only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to PELCOAT.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever PELCOAT 's services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to PELCOAT on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case-to-case basis.³

7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.



³ The exact intent of the highlighted provision is not clear.

7.2. The Definitive Agreements shall also specify that:

- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
- (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.

9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.



11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 5 year from the effective date from **05 July, 2017 to 30 June 2022.**
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of **PELCOAT FORMULATIONS** and Dr. KVSrip.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to PELCOAT:

Name : J Chenna Reddy
Address: : Sy no:13,Kucharam Village,Toopran Mandal,Medak Dist.
Phone: : 08454-250183
Fax No: : 08454-250182
Email: : md@pelcoat.com

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address: : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No: : 08518-287618
Email: : principalkvsrip@gmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.



13. **AMENDMENT**

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. **SEVERABILITY**

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. **ASSIGNMENT**

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. **COUNTERPARTS**

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.


17. **NON-BINDING**

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 05 day of JULY, 2017.

<p>Signed for and on behalf of PELCOAT FORMULATIONS, Hyderabad.</p> <p><i>J. Chenna Reddy</i></p> <p>Name : <i>J. Chenna Reddy</i> Designation : <i>Manager-HR</i></p> <p>Witness</p> <p><i>S.K. Madhesh</i></p> <p>Name : <i>S.K. madhesh</i> Designation : <i>Manager-QE</i></p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p><i>G. Nagarajan</i></p> <p>Name : <i>Dr. G. Nagarajan</i> Designation: <i>Principal</i></p> <p>Witness</p> <p><i>B. V. Ramana</i></p> <p>Name : <i>Dr. B. V. Ramana</i> Designation : <i>Vice Principal</i></p> 
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MEMORANDUM OF UNDERSTANDING (MOU)

Between

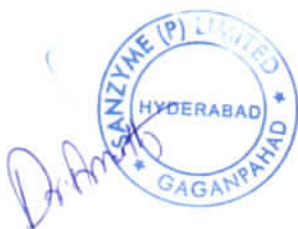
**Sanzyme Biologics Pvt Ltd, Plot No 13, Sagar Society,
Road No 2, Banjara Hills, Hyderabad, Pin 500034**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post),
Kurnool Dt.**

For

**Facilitating collaborative research & development in
The areas of new drug discovery,
Formulation development, clinical studies and
Industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 12 day of JULY, 2017 at KURNOOL by and between:

1. **Sanzyme Biologics Pvt Ltd**, a company incorporated and registered under the [*Indian*] Companies Act, 1956 and having its registered office at Sanzyme Biologics Pvt Ltd, Plot No 13, Sagar Society, Road No 2, Banjara Hills, Hyderabad, Pin 500034 (hereinafter referred to as “Sanzyme”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, NH-44, Lakshnipuram (Post), Kurnool-518218 (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

SANZYME and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. Sanzyme is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
- (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of SANZYME consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

¹ Sanzyme to confirm that this accurately reflects its business activities.



- B. Dr. KVSP was established in the year 2007, with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. Dr. KVSP has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

- C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) Mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
- (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
- (ii) Sponsorship by Sanzyme, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(Collectively referred to as the "**Proposed Transaction**").



- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

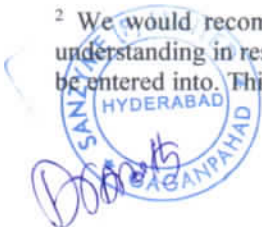
The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) Results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 03 (Three) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information ("**Confidential Information**") and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. These obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;
- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this



MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;

- (f) The extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) The extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

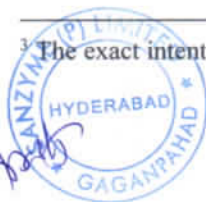
- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and
- (b) "**Intellectual Property**" shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names,



logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).

- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), Sanzyme shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of Sanzyme.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of sanzyme including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with Sanzyme shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in Sanzyme.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of Sanzyme and shall be made by Sanzyme only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to Sanzyme.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever Sanzyme's services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to Sanzyme **on** a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case-to-case basis.³

³ The exact intent of the highlighted portion is not clear.



7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.



9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **12 Feb, 2021** to **12 Feb 2023**.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Sanzyme Biologics Pvt. Ltd and Dr. KVSrip.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to Sanzyme:

Attn : Dr.A Ananth Kumar
Address: : Gaganpahad,Hyderabad.
Phone: : 040-32909537.
Fax No: : 040-24360459
Email: : info@sanzyme.com

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address: : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No: : 08518-287618
Email: : principalkvsrip@gmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after



the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.




In witness whereof, the Parties hereto caused this MOU to be executed on this 12 day of FEBRUARY, 2021.

**Signed for and on behalf of
Sanzyme Biologics Pvt. Ltd Hyderabad.**

**Signed for and on behalf of Dr. K. V.
Subba Reddy Institute of Pharmacy,
Kurnool Dt.**

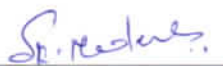



Name : Dr.A Ananth KUMar
Designation : Plant -Head

Name : Dr. G. Nagarajan
Designation: Principal

Witness

Witness


Name : SK. MADGEETH
Designation : Qc - Manager

Name : Dr. B. V. Ramana
Designation :Vice Principal





**SODUM
DRUGS & PHARMACEUTICALS (P) LTD**

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Sodum Drugs & Pharmaceuticals Pvt. Ltd, Plot No: 7,
D. No.1-2-30, Sri Priya Residency, Near Brindavan Colony,
Nizampet Road, Hyderabad - 500072**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery,
formulation development, clinical studies and
industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is executed on this 11 day of JULY, 2017 at KURNOOL by and between:

1. **Sodum Drugs & Pharmaceuticals Pvt. Ltd**, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at Plot No: 7, D. No.1-2-30, Sri Priya Residency, Near Brindavan Colony, Nizampet Road, Hyderabad - 500072 (hereinafter referred to as “SODUM”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt. (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

SODUM and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. SODUM is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
- (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of SODUM consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

- B. **Dr. KVSP** was established in the year 2008 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. **Dr. KVSP** has the following mission and vision:

¹ Sodum to confirm that this accurately reflects its business activities.



(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

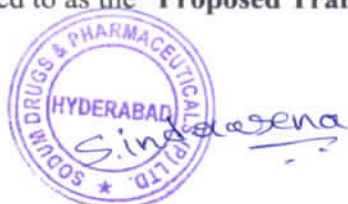
To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by SODUM , of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(collectively referred to as the “**Proposed Transaction**”).



- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

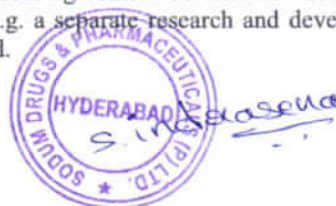
The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties ("**Definitive Agreements**"). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;
- (e) Parties may nominate members of their respective staff to work out the practical details of

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavors to prevent their respective officers, employees or agents, if any, from doing so. This obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;



- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

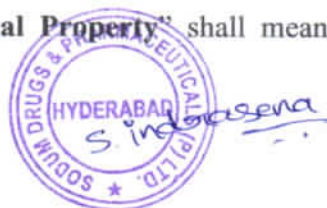
The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

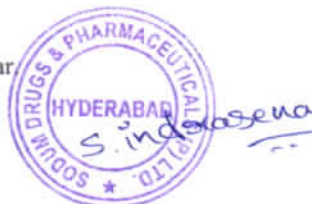
- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and
- (b) "**Intellectual Property**" shall mean all intellectual and industrial property and all rights



therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).

- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), SODUM shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of SODUM .
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of SODUM including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with SODUM shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in SODUM.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of SODUM and shall be made by SODUM only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to SODUM.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever SODUM 's services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to SODUM on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case to case basis.³

³ The exact intent of the highlighted protion is not clear

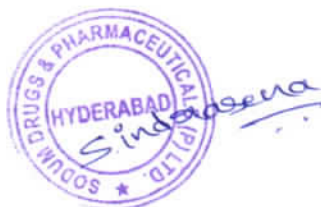


7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.



9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **11 July, 2017 to 30 June 2020**.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Bell Pharmaceuticals and Dr. KVSrip.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

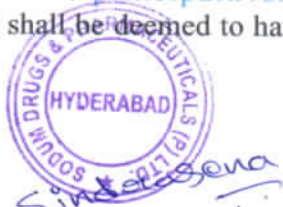
In the case of notices to SODUM:

Name : S.INDRASENA REDDY
Signature :
Address : D.no 1-2-30, SRI Sai Priya Residency, Nizampet Road,Hyderabad-72.
Phone : +91-9591044330
Email : indra@sodumdruga.com.

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No : 08518-287618
Email : principalkvsrip@gmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after the date of



transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.


17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 11 day of JULY, 2017.

<p>Signed for and on behalf of Sodum Drugs & Pharmaceuticals Pvt. Ltd Hyderabad.</p> <p><i>S. indrasena</i></p> <p>Name : <i>S. Indrasena Reddy</i> Designation : <i>Director</i></p> <p>Witness</p> <p><i>S. Sridharan</i></p> <p>Name : <i>S. Sridharan Parameswari Reddy</i> Designation : <i>HR</i></p>	<p>Signed for and on behalf of Dr. K. CV. Subba Reddy Institute of Pharmacy. Kurnool Dt.</p> <p><i>[Signature]</i></p> <p>Name : <i>Dr. G. Nagarajam</i> Designation : <i>Principal</i></p> <p>Witness</p> <p><i>B. V. Ramana</i></p> <p>Name : <i>Dr. B. V. Ramana</i> Designation : <i>Vice Principal</i></p> <p></p>
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**SODUM
DRUGS & PHARMACEUTICALS (P) LTD**

**RENEWAL OF
MEMORANDUM OF UNDERSTANDING (MOU)**

Between

**Sodum Drugs & Pharmaceuticals Pvt. Ltd, Plot No: 7,
D. No.1-2-30, Sri Priya Residency, Near Brindavan Colony,
Nizampet Road, Hyderabad - 500072**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery,
formulation development, clinical studies and
industry academia interaction for teaching and research**



FLAT NO.7, D.NO. 1-2-30, SRI SAI PRIYA RESIDENCY, NEAR BRINDAVAN COLONY, NIZAMPET ROAD,
HYDERABAD - 500072, T.S. INDIA.

Mail : info@sodumdrugs.com, indra@sodumdrugs.com Cell : 9591044330

Page 1 of 11

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 15 day of **JULY**, 2020 at **KURNOOL** by and between:

1. **Sodum Drugs & Pharmaceuticals Pvt. Ltd**, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at Plot No: 7, D. No.1-2-30, Sri Priya Residency, Near Brindavan Colony, Nizampet Road, Hyderabad - 500072 (hereinafter referred to as “**SODUM**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt. (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

SODUM and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

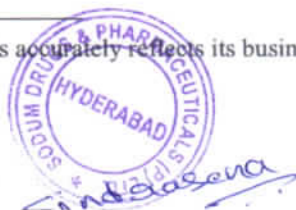
WHEREAS:

- A. **SODUM** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
 - (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **SODUM** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

- B. **Dr. KVSP** was established in the year 2008 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. **Dr. KVSP** has the following

¹ Sodum to confirm that this accurately reflects its business activities.



mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

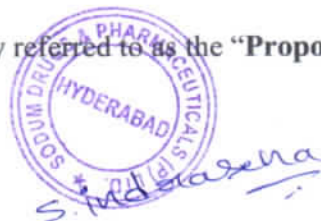
To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by SODUM , of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(collectively referred to as the “Proposed Transaction”).



D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

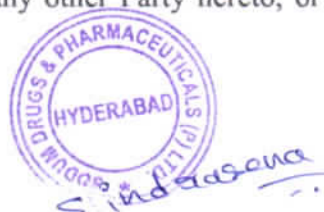
This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavors to prevent their respective officers, employees or agents, if any, from doing so. This obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;



- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

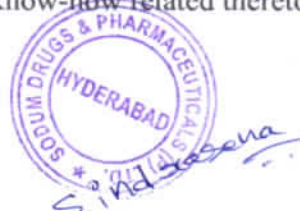
The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

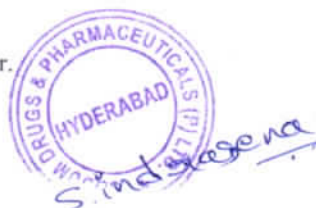
6.1. For the purposes of this Clause:

- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and



- (b) **“Intellectual Property”** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).
- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), SODUM shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of SODUM .
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of SODUM including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with SODUM shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in SODUM.
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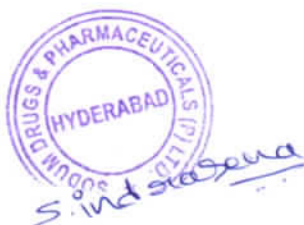


7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
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- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **15 July, 2020 to 31 MAY 2023.**
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Bell Pharmaceuticals and Dr. KVSRIIP.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to SODUM:

Name : S.INDRASENA REDDY
Signature :
Address : D.no 1-2-30, SRI Sai Priya Residency, Nizampet Road,Hyderabad-72.
Phone : +91-9591044330
Email : indra@sodumdruga.com.

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No : 08518-287618
Email : principalkvsrip@gmail.com



All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

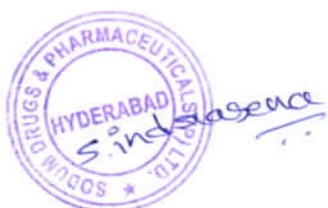
16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.


17. NON-BINDING

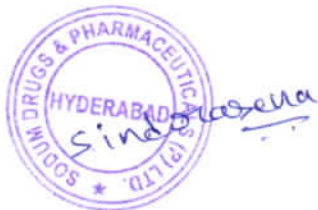
This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 15 day of JULY, 2020.

<p>Signed for and on behalf of Sodum Drugs & Pharmaceuticals Pvt. Ltd Hyderabad.</p> <p><i>S. Indrasena</i></p> <p>Name : <i>S. Indrasena Reddy</i> Designation : <i>Director.</i></p> <p>Witness</p> <p><i>Sparam Reddy</i></p> <p>Name : <i>S. Parameshwari Reddy</i> Designation : <i>HR</i></p>	<p>Signed for and on behalf of Dr. K. CV. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p><i>[Signature]</i></p> <p>Name : <i>Dr. G. Nagarajan</i> Designation : <i>Principal</i></p> <p>Witness</p> <p><i>B. V. Ramana</i></p> <p>Name : <i>Dr. B. V. Ramana</i> Designation : <i>Vice Principal</i></p> 
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**SODUM
DRUGS & PHARMACEUTICALS (P) LTD**

**RENEWAL OF
MEMORANDUM OF UNDERSTANDING (MOU)**

Between

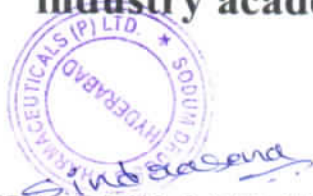
**Sodum Drugs & Pharmaceuticals Pvt. Ltd, Plot No: 7,
D. No.1-2-30, Sri Priya Residency, Near Brindavan Colony,
Nizampet Road, Hyderabad - 500072**

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery,
formulation development, clinical studies and
industry academia interaction for teaching and research**



FLAT NO.7, D.NO. 1-2-30, SRI SAI PRIYA RESIDENCY, NEAR BRINDAVAN COLONY, NIZAMPET ROAD,
HYDERABAD - 500072, T.S. INDIA.

Mail : info@sodumdrugs.com, indra@sodumdrugs.com Cell : 9591044330

Page 1 of 11

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 15 day of **JULY**, 2020 at **KURNOOL** by and between:

1. **Sodum Drugs & Pharmaceuticals Pvt. Ltd**, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at Plot No: 7, D. No.1-2-30, Sri Priya Residency, Near Brindavan Colony, Nizampet Road, Hyderabad - 500072 (hereinafter referred to as “**SODUM**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt. (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

SODUM and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

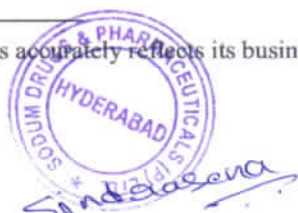
WHEREAS:

- A. **SODUM** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
- (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **SODUM** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

- B. **Dr. KVSP** was established in the year 2008 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. **Dr. KVSP** has the following

¹ Sodum to confirm that this accurately reflects its business activities.



mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

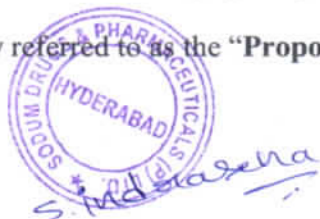
To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by SODUM , of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(collectively referred to as the “Proposed Transaction”).



- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

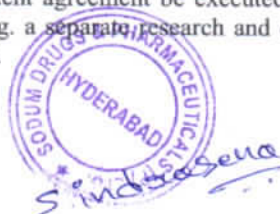
The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

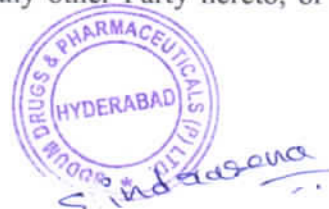
This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavors to prevent their respective officers, employees or agents, if any, from doing so. This obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;



- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

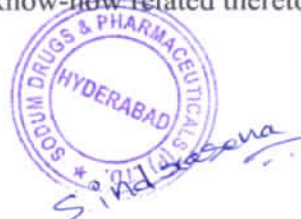
The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and



- (b) **“Intellectual Property”** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).
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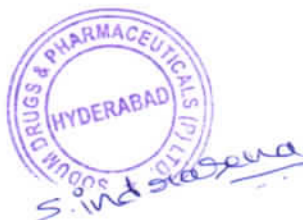


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8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
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- Any clause or article of the MOU may be modified or amended by mutual agreement of Bell Pharmaceuticals and Dr. KVSrip.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to SODUM:

Name : S.INDRASENA REDDY
Signature :
Address : D.no 1-2-30, SRI Sai Priya Residency, Nizampet Road,Hyderabad-72.
Phone : +91-9591044330
Email : indra@sodumdruga.com.

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No : 08518-287618
Email : principalkvsrip@gmail.com



All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

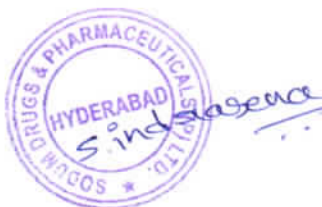
16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.


17. NON-BINDING


This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 15 day of JULY, 2020.

<p>Signed for and on behalf of Sodum Drugs & Pharmaceuticals Pvt. Ltd Hyderabad.</p> <p><i>S. Indrasena</i></p> <p>Name : <i>S. Indrasena Reddy</i> Designation : <i>Director.</i></p> <p>Witness</p> <p><i>S. Param Reddy</i></p> <p>Name : <i>S. Paramanohwar Reddy</i> Designation : <i>HR</i></p>	<p>Signed for and on behalf of Dr. K. CV. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p><i>[Signature]</i></p> <p>Name : <i>Dr. G. Nagarajan</i> Designation : <i>Principal</i></p> <p>Witness</p> <p><i>B. V. Ramana</i></p> <p>Name : <i>Dr. B. V. Ramana</i> Designation : <i>Vice Principal</i></p> 
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S. Indrasena



Umed Pharma Lab Pvt. Ltd.

An ISO 9001 : 2015 Certified Company & NABL Accredited Laboratory

Plot No. 50/A/1, Sy. No. 334 to 337, Bachupalli, Hyderabad M.M. Dist. Pin - 500090 Ph: 040-39304558, Email: sales@umedlabs.com

MEMORANDUM OF UNDERSTANDING (MOU)

Between

UMED Pharma Labs Pvt. Ltd, Plot No: 50/A/1, Sy. No. 334 to 337, Bachupalli, Hyderabad - 500090

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post), Kurnool Dt.**

For

**Facilitating collaborative research & development in
the areas of new drug discovery,
formulation development, clinical studies and
industry academia interaction for teaching and research**



This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 21 day of JULY, 2017 at KURNOOL by and between:

1. **Umed Pharma Labs Pvt Ltd**, a company incorporated and registered under the [*Indian*] Companies Act, 1956 and having its registered office at Plot No: 50/A/1, Sy. No. 334 to 337, Bachupalli, Hyderabad - 500090 (hereinafter referred to as “**UMED**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, NH-44, Lakshmipuram (Post), Kurnool-518218 (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

UMED and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. UMED is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
 - (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) modified release of oral solid dosage forms as well as non-oral dosage forms of drugs such as nasal sprays, dry powder inhalers, patches and other alternative drug delivery platforms; and
 - (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of UMED consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹



¹ Umed to confirm that this accurately reflects its business activities.

- B. Dr. KVSP was established in the year 2007, with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. Dr. KVSP has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

- C. The Parties are discussing the possibilities of arriving at an understanding for:

- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
- (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
- (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
- (ii) sponsorship by UMED , of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(collectively referred to as the “**Proposed Transaction**”).



D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.



- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 5 (five) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. These obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;



- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party (“**Indemnifying Party**”) to indemnify and hold harmless the other Party (“**Indemnified Party**”), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) “**Invention**” shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and



- (b) **“Intellectual Property”** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trade marks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).
- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), UMED shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of UMED .
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of UMED including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with UMED shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in UMED.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of UMED and shall be made by UMED only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to UMED .
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever UMED 's services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to UMED on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to Dr. KVSP may be considered on a case-to-case basis.³

³ The exact intent of the highlighted protion is not clear.



7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.



9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 5 year from the effective date from **21 July, 2017 to 30 June 2022.**
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of UMED PHARMA LAB Pvt.Ltd and Dr. KVSRIIP.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to UMED:

Name : **U VENKATA REDDY**
Address: : Plot No 50/A/1,SY no 334 to 337,Bachupalli,Hyderabad-500090.
Phone: : 040-29304558.
Email: : sales@umedlabs.com

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address: : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No: : 08518-287618
Email: : principalkvsrip@gmail.com



All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

16. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.





17. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.



In witness whereof, the Parties hereto caused this MOU to be executed on this 21 day of JULY, 2017.

<p>Signed for and on behalf of UMED Pharma Labs Pvt. Ltd Hyderabad.</p> <p></p> <p>Name : A. Ravi Designation : Manager-HR</p> <p>Witness</p> <p></p> <p>Name : SK. Madanish Designation : PRO</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p></p> <p>Name : Dr. G. Nagarajan Designation: Principal</p> <p>Witness</p> <p></p> <p>Name : Dr. B. V. Ramana Designation :Vice Principal</p>
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VIJAYASRI ORGANICS PRIVATE LIMITED

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Vijayasri Organics Private Limited, Plot no.68 & 69, Fifth Floor, Jubilee Heights, Survey No. 66 & 67, Jubilee Enclave Madhapur, near Shilparamam, Hyderabad, Telangana 500038

And

**K. V. SUBBA REDDY INSTITUTE OF PHARMACY
Opp: Dupadu RS, N.H-44, Lakshmi Puram (Post),
Kurnool Dt.**

For

Facilitating collaborative research & development in the areas of new drug discovery, clinical studies and industry academia interaction for teaching and research

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is executed on this 19th day of Feb, 2021 at KURNOOL by and between:

1. **Vijayasri Organics Private Limited**, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at Plot no.68 & 69, Fifth Floor, Jubilee Heights, Survey No. 66 & 67, Jubilee Enclave Madhapur, near Shilparamam, Hyderabad, Telangana 500038 (Hereinafter referred to as “**Vijayasri Organics**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. **Dr. K. V. Subba Reddy Institute of Pharmacy**, an affiliated college of Jawaharlal Nehru Technological University Anantapur, Anantapuramu and having its principal office at Opp. Dupadu RS, NH-44, Lakshmipuram (Post), Kurnool-518218 (hereinafter referred to as “**Dr. KVSP**”, which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

Vijayasri Organics and **Dr. KVSP** may hereinafter collectively be referred to as the “**Parties**” and individually each of them may be referred to as a “**Party**”.

WHEREAS:

- A. **Vijayasri Organics** is engaged in the business of developing, manufacturing and distributing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:
 - (a) manufacturing and/ or distribution of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
 - (b) distribution of various drugs and marketing and/or licensing more than 60 (sixty) prescription drug product families in the United States of America;
 - (c) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(Hereinafter collectively referred to as the “**Business**”). The generic-drug portfolio of **Vijayasri Organics** consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.¹

- B. **Dr. KVSP** was established in the year 2007, with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. **Dr. KVSP** has the following mission and vision:

¹ **Vijayasri Organics** to confirm that this accurately reflects its business activities.

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

(b) Vision Statement

To be a leader in pharmaceutical sciences & pharmacy practice education, research and continuous professional development for pharmacists with the ultimate aim of providing competent patient care and drug development to national and international communities.

- C. The Parties are discussing the possibilities of arriving at an understanding for:
- (a) cooperation and joint research in (i) the areas of drug discovery, development and research leading to the award of Ph.D. degree as per the rules of the Jawaharlal Nehru Technological University Anantapur and as may be provided in the Ph.D. regulations of the Jawaharlal Nehru Technological University Anantapur; and (ii) such other areas as may be mutually agreed upon in writing between the Parties from time to time;
 - (b) mutually engaging in bidding to private and public organizations for various scientific proposals and participating in various seminars or conferences as a single service provider. This understanding would include:
 - (i) faculty exchange programs between members of the Parties and scientists for closer interactions; and
 - (ii) sponsorship by **Vijayasri Organics**, of identified research projects to be undertaken by Ph. D. / M. Pharm candidates of the Dr. KVSP, which would also involve periodical meetings of the relevant students and supervisors, subject to mutual consultation of both the Parties.

The detailed modalities of the working of individual projects shall be arrived at after mutual discussions between the Parties and documented separately as project specific agreement / contracts before taking up the project;

(Collectively referred to as the “**Proposed Transaction**”).

- D. The Parties are entering into and executing this MOU, to set out their mutual understanding in relation to the Proposed Transaction. Each of the Parties understand that, unless specifically provided herein, this MOU is indicative of the principal terms of the Proposed Transaction and that this MOU does not constitute any commitment on part of either Party to consummate the Proposed Transaction.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this MOU and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIVE AGREEMENTS

The Parties acknowledge that their understanding in relation to the Proposed Transaction, as contemplated in this MOU, shall be subject to execution of definitive agreements for consummation of the Proposed Transaction between the Parties (“**Definitive Agreements**”). It is hereby clarified that the Definitive Agreements shall encapsulate the broad terms contained herein and may be supplemented by work plans to be developed jointly by the Parties, which would more specifically detail the activities to be carried out by the Parties under their cooperative programme and the envisaged contribution of each Party in respect thereof.²

2. OBLIGATIONS OF THE PARTIES

The Parties agree that the:

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Dr. KVSP shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Dr. KVSP to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipment available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Dr. KVSP, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;

² We would recommend that independent agreement be executed between the Parties for setting out their understanding in respect of the Proposed Transaction e.g. a separate research and development agreement should be entered into. This MOU has accordingly been suitably modified.

Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 03 (Three) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information (“**Confidential Information**”) and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavours to prevent their respective officers, employees or agents, if any, from doing so. These obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;

- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) "**Invention**" shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and

- (b) **“Intellectual Property”** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trademarks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).
- 6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.
- 6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), **Vijayasri Organics** shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of **Vijayasri Organics**.
- 6.4. Dr. KVSP acknowledges and agrees that all Inventions made, written, discussed, developed, secured, obtained or learned during the tenure of the Definitive Agreements shall be the sole property of **Vijayasri Organics** including without limitation, all domestic and foreign patent rights, rights of registration or other protection under the copyright laws, or other rights, pertaining to the Inventions. Dr. KVSP further agrees that all services, products and Inventions that directly or indirectly result from its engagement with **Vijayasri Organics** shall be deemed to have arisen out of the course of the project/ research for which this MOU/ the Definitive Agreements are executed and accordingly, all rights associated therewith shall vest in **Vijayasri Organics**.
- 6.5. Dr. KVSP agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of **Vijayasri Organics** and shall be made by **Vijayasri Organics** only and Dr. KVSP shall provide all such information and assistance as may be deemed necessary in this regard to **Vijayasri Organics**.
- 6.6. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of Intellectual Property. However, wherever **Vijayasri Organics** services are employed for patent filling, sealing, protection know-how developed, Dr. KVSP shall automatically assign the know-how to **Vijayasri Organics** on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum

technology transfer charge to Dr. KVSP may be considered on a case-to-case basis.³

7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.

7.2. The Definitive Agreements shall also specify that:

- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
- (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.

8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.

8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.

³ The exact intent of the highlighted provision is not clear.

9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Kurnool, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 3 year from the effective date from **26th Feb, 2021 to 26th Feb 2023**.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of **Vijaya Sri Organics** and **Dr. KVSrip**.

12. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to Vijaya Sri Organics:

Attn : E Eshwar Reddy
Address: : Fifth Floor, Jubilee heights, Madhapur, Hyderabad
Phone: : 040-23119183
Fax No: : 040-23119181
Email: : info@vijayasri.com

In the case of notices to Dr. KVSP:

Name : Dr. G. Nagarajan
Signature :
Address: : Dupadu RS, N.H-44, Lakshmipuram (Post), Kurnool
Phone: : +919440282181, +919704333789
Fax No: : 08518-287618
Email: : principalkvsrip@gmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after

the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

13. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

14. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

15. ASSIGNMENT

16.

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

17. COUNTERPARTS



This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

18. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.

In witness whereof, the Parties hereto caused this MOU to be executed on this 26th day of FEBRUARY, 2021.

<p>Signed for and on behalf of Vijayasri Organics Private Limited, Hyderabad.</p> <p></p> <p>Name : E Eswar Reddy Designation : HOD-AR&D</p> <p>Witness</p> <p></p> <p>Name : CH Srinivas Designation : QC-Head</p>	<p>Signed for and on behalf of Dr. K. V. Subba Reddy Institute of Pharmacy, Kurnool Dt.</p> <p>Name : Dr. G. Nagarajan Designation: Principal</p> <p>Witness</p> <p>Name : Dr. B. V. Ramana Designation :Vice Principal</p>
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