2018- 2019 MoUs

# MEMORANDUM OF UNDERSTANDING (MOU)

Between

# VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES FOR WOMEN,

Enikepadu, Vijayawada, Andhra Pradesh- 521108.

&



#### **FUTURE WISE**

D.No: 1-23, Near Panchayath office, savaragudem (P.O), Gannavaram (M.D), Krishna District - 521107



This Memorandum of understanding [hereinafter called as the 'MOU'] is entered and executed on date 05.06.2018.

# **SUMMARY**

Future Wise's vision for this engagement is to impart knowledge, skill and attitude to students of Vijaya Institute of Pharmaceutical Sciences for Women to be successful not only in placement process and interviews but also in their career with over several hours of soft skills training and development experience, Learning Curve continues to impact lives by logically channelizing the potential of the individuals as well as collective learning scenarios. With our engagement approach of placing the "END as the BEGINNING", we structure our training content and delivery based on clear objectives to be delivered to our clients. We not only understand the client's needs but also know how to transform and implement them into training being imparted.

#### INTRODUCTION

"We at **FUTURE WISE** envision a continued growth for our clients through rapid but systematic knowledge sharing with an acute focus on developing Knowledge, Skill and Attitude."

Vijaya Institute of Pharmaceutical Sciences for Women has always been at the fore front of this endeavor offering courses adhering to global standards by developing new curriculum and introducing new learning techniques. This institution is the wing of SRK Foundation, where education as a service is promoted for the cause & development of the country. SRK Foundation has a vision of eradicating illiteracy and to develop self-sustenance of the deprived, under privileged rural mass. Vijaya Institute of Pharmaceutical Sciences for Women is approved by AICTE, Pharmacy Council of India (PCI) and is affiliated to Jawaharlal Nehru Technological University, Kakinada.

### **COURSE STRUCTURE**

PHASE-I: 7 Weeks (70 Hours)

		B. Pharmacy	Pharm. D
Knowledge Areas	Hours	II Year	II Year
		Students	<b>Students</b>
Training Need Assessment	4 Hours	Yes	Yes
Formation of teams & Introduction	2 Hours	Yes	Yes
HAP & D P Presentation Allotment	2 Hours	Yes	Yes
S E Session - 1	2 Hours	Yes	Yes
S E Session - 2	2 Hours	Yes	Yes
S E Session - 3	2 Hours	Yes	Yes
Nervous System (H A P)	2 Hours	Yes	Yes
Fundamental operations in pharmaceutical formulations. (D P)	2 Hours	Yes	Yes
Respiratory System (H A P)	2 Hours	Yes	Yes
S E Session - 4	2 Hours	Yes	Yes
Digestive System (H A P)	2 Hours	Yes	Yes
S E Session - 5	2 Hours	Yes	Yes
Role of labeling design after pharmaceutical formulation. (D P)	2 Hours	Yes	Yes
S E Session - 6	2 Hours	Yes	Yes
Cardiovascular System (H A P)	2 Hours	Yes	Yes
S E Session - 7	2 Hours	Yes	Yes
Pharmaceutical oral liquids importance	2 Hours	Yes	Yes

Haemopoietic System	2 Hours	Yes	Yes
S E Session - 8	2 Hours	Yes	Yes
Lymphatic System	2 Hours	Yes	Yes
Excretory System (H A P)	2 Hours	Yes	Yes
S E Session - 9	2 Hours	Yes	Yes
Pharmaceutical solid dosage forms and importance (D P)	2 Hours	Yes	Yes
S E Session - 10	2 Hours	Yes	Yes
Male reproductive System (H A P)	2 Hours	Yes	Yes
S E Session - 11	2 Hours	Yes	Yes
Female reproductive System (H A P)	2 Hours	Yes	Yes
Pharmaceutical semi solid dosage forms (D P)	2 Hours	Yes	Yes
S E Session - 12	2 Hours	Yes	Yes
Endocrine System (H A P)	2 Hours	Yes	Yes
Incompatibility types overcoming methods (D P)	2 Hours	Yes	Yes
S E Session - 13	2 Hours	Yes	Yes
Skeletal System (H A P)	2 Hours	Yes	Yes
S E Session - 14	2 Hours	Yes	Yes
Final Session	8 Hours	Yes	Yes

PHASE- II: 4 Weeks (40 Hours)

Knowledge Areas	Hours	B. Pharmacy III Year Students	Pharm. D III Year Students
Training Need Assessment	4 Hours	Yes	Yes
Allotment of Live Projects	2 Hours	Yes	Yes
Attitude	2 Hours	Yes	Yes
Time Management	2 Hours	Yes	Yes
Live Project - 1	2 Hours	Yes	Yes
Presentation Skills	2 Hours	Yes	Yes
Adaptability Skills	2 Hours	Yes	Yes
Stress Management & Handling Conflict	2 Hours	Yes	Yes
Negotiation Skills	2 Hours	Yes	Yes
Live Project - 2	2 Hours	Yes	Yes
Selling Skills	2 Hours	Yes	Yes

Interpersonal Skills	2 Hours	Yes	Yes
Team Building Skills	2 Hours	Yes	Yes
Emotional Intelligence	2 Hours	Yes	Yes
Live Project - 3	2 Hours	Yes	Yes
Leadership Skills	2 Hours	Yes	Yes
Persuasion/ Influencing Skills	2 Hours	Yes	Yes
Live Project - 4	2 Hours	Yes	Yes
Live Project - 5	2 Hours	Yes	Yes
Final Session	2 Hours	Yes	Yes

# PHASE- III: 3 Weeks (30 Hours)

Knowledge Areas	Hours	B. Pharmacy IV Year	Pharm. D IV Year
		Students	Students
Training Need Assessment (TNA)	2 Hours	Yes	Yes
Importance of Communicative English	2 Hours	Yes	Yes
Oral Communication	2 Hours	Yes	Yes
Developing Effective Communication Skill	2 Hours	Yes	Yes
Self-Introduction in an Interview	2 Hours	Yes	Yes
Industry Expectations and Career Planning	2 Hours	Yes	Yes
Self-Awareness	2 Hours	Yes	Yes
Goal Setting	2 Hours	Yes	Yes
Communicating Professional Self in an Interview	2 Hours	Yes	Yes
Grooming and Etiquette	2 Hours	Yes	Yes
Resume Writing	2 Hours	Yes	Yes
Group Discussion	2 Hours	Yes	Yes
Interviews - Personal and H R	2 Hours	Yes	Yes
Interviews - Telephonic	2 Hours	Yes	Yes
Interviews - Video Conference	2 Hours	Yes	Yes

#### **DELIVERY**

The training shall be delivered in a hybrid fashion where the students need to go through the e- learning courses before attending the class and the faculty shall engage the students in activities that shall help them apply the concepts.

The students can utilize the skill platform as part of this engagement.

Aptitude and Communication training shall go as per the modules indicated above

#### **DURATION AND SCHEDULE**

- 1. Future Wise shall provide the duration and schedule based on the total students to be trained.
- 2. This MOU is valid for a period of One (1) year

## **GENERAL TERMS AND CONDITIONS**

#### **FUTURE WISE OBLIGATIONS:**

- 1. Future Wise would provide soft copy of complete participants learning manuals
- 2. Future Wise will not be responsible to hold any additional classes for the loss of classes if are because of not utilizing the resource person available for the Day.
- 3. Future Wise would be happy to conduct and complete the modules if days fall short because of unexpected or public / College holidays.

#### **CLIENT'S OBLIGATIONS:**

- 1. In order to schedule the Trainer Resources for maximizing the value to the client, Future Wise would require confirmed dates for the program at least 2 weeks in advance.
- 2. Client will provide to Future Wise complete and correct names of participants for each programme at least Ten days in advance of the scheduled date.
- 3. Client will inform any changes in delivery schedule and / or participants list at least Seven days in advance of schedule date.
- 4. Client will arrange for training infrastructure like:
  - Training Venue: One room, preferably like cluster —type seating arrangement.
  - Equipment: The room requires an LCD projector, flip charts / markers, whiteboard, audio and visual and incidental stationery.

5. For outstation projects the college shall arrange for a comfortable stay for the trainers in the college premises and also arrange for an initial pick up when the trainers reach the college on the scheduled date of commencement.

AGREED:

For VIPW

VIJAYA INSTITUTE

PHARMACEUTICAL SCIENCES FOR WOMEN ENIKEPADU VIJAYAWADA 521 '98 FOR UNITED RISE WISE

**Authorized Signatory** 

Witness1: Vishnu landan Bevi V (VISHNU VANDANA DEVI.V.)

Witness 2:

# **MEMORANDUM OF UNDERSTANDING (MOU)**

between

#### VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES FOR WOMEN,

Enikepadu, Vijayawada, Andhra Pradesh- 521108.



# TRIVENI FORMULATION LIMITED



Plot No: 52, 53, 54, ALEAP Industrial Estate,

Surampalli, A.P- 521212.

This MOU is between Vijaya Institute of Pharmaceutical Sciences for Women, Enikepadu, Vijayawada, Andhra Pradesh- 521108 and Triveni Formulation Limited, Plot No: 52, 53, 54, ALEAP Industrial Estate, Andhra Pradesh- 521212 for the purpose of enriching technical education and for continuous interaction between industry and institution.

Vijaya Institute of Pharmaceutical Sciences for Women has always been at the fore front of this endeavor offering courses adhering to global standards by developing new curriculum and introducing new learning techniques. This institution is the wing of SRK Foundation, where education as a service is promoted for the cause & development of the country. The Society has a vision of eradicating illiteracy and to develop self-sustenance of the deprived, under privileged rural mass. Vijaya Institute of Pharmaceutical Sciences for Women is approved by Pharmacy Council of India (PCI) and is affiliated to Jawaharlal Nehru Technological University, Kakinada.

Triveni Formulation Limited is directed by P. Srinivasa Rao, who handles all the key functions of Marketing, Production and Human Resources. Under his leadership, as the company went through its trailblazing journey of growth, he built a professional organization that could further propel the company forward.

# **Terms & Conditions:**

# 1. Nature of Relationship:

- 1.1 The MOU is for collaboration between both parties for mutual benefits to enhance the quality of educational experience of Students by the way of providing Internships, Project work, Industrial visits and training in the premises of **Triveni Formulation Limited** and conducting workshops in the campus of **Vijaya Institute of Pharmaceutical Sciences for Women**.
- 1.2 The MOU should be valid for **Two (02)** year from the date and each party shall be at full Liberty to terminate the collaboration with a notice period of 3 months.
- 1.3 Both the parties shall take reasonable steps to ensure successful completion of collaboration and cooperate with each other, duly carrying out the obligation agreed upon.

# 2. Mutual Obligation:

- 2.1 The collaboration shall not be exclusive to both parties and shall not allow each party from having similar collaboration with others. Except as expressively stated in this MOU, there shall be no obligation on any party to compensate the other in any manner.
- 2.2 Each party shall meet the expenses between them as mutually good.
- 2.3 Each party shall respect the other's Intellectual Property (IP) and shall not use any trade name, trade mark, symbol or designation of the other, without prior written approval. No party shall hold out as an agent or representative of other or create a liability for the other. The party shall indemnify the other for breach of this clause.

#### 3. Limitations and Warranties:

- 3.1 Each party shall ensure that the other is not put to any liability for any actions.
- 3.2 Each party represents that they have full power and authority to enter into MOU in general.

#### 4. General:

- 4.1 Both parties will designate a representative from its side who will be primary point of contact on behalf of that party.
- Both parties shall not use the name of the other in any advertisement or 4.2 make any public announcement without the prior written approval of the other.
- Any dispute under this MOU will be settled by mutual discussions. In 4.3 witness, where both the parties have set their hands-on MOU on this 02-07-2018.

AGREED:

For VIPW

VIJAYA INSTITUTE PHARMACEUTICAL SCIENCES FOR WOMEN ENKEPADU VIJAYAWADA 521 108

For Triveni Formulation Limited

Witness 1: S. Vanducke (S. VENKATESWARARA)

Witness 2: M. P. la brisher











# MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered into on this on the date 06-07-2018 to 06-07-2019.

#### **BETWEEN**

Vijaya Institute of Pharmaceutical Sciences For Women, Beside Samsung Godown, Enikepadu, Vijayawada, Andhra Pradesh 521108 the First Party represented herein by its representative Dr. K. Padmalatha, Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

Sura Pharma Labs (Production & Analytical Lab), 4th Floor, SS Towers, Gaddiannaram, Hyderabad - 500060, A.P., the Second Party, and represented herein by its representative Mr. Nelluri Vijaydeep, Manager, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
- B) Vijaya Institute of Pharmaceutical Sciences For Women, Beside Samsung Godown, Enikepadu, Vijayawada, Andhra Pradesh 521108.
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhance opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for





An ISO 9001:2008 Certified Company

advancing their mutual interest;.

F) Sura Pharma Labs, the Second Party is engaged in Business.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

# **CLAUSE 1: CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties.

# **CLAUSE 2: SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First





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Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of herbal formulation developments.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the





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2.9 There is no financial commitment on the part of the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

# **CLAUSE 3: INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

# **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

## **AGREED:**

For VIPW For Sura Pharma Labs VANATVAZEONSIGNATORYT F Authorized Signatory MAGAR, HY EPADU VIJAYAWADA 521 ''' Vijaya Institute of Pharmaceutical Sura Pharma Labs Sciences for Women Beside Samsung Godown, Enikepadu, 4th floor, S S Towers, Vijayawada, Andhra Pradesh 521108. Gaddiannaram. Hyderabad - 500060 Contact Details: **Contact Details:** 988274581





## An ISO 9001:2008 Certified Company

	Hyderabad - 500060
Contact Details:	Contact Details:
Dr. K. Padmalatha,	Mr. N. Vijaydeep,
Principal,	Manager.
8008651333	9885274581.
E-mail:	E-mail:
<u>vijayapharmacyfw@gmail.com</u>	nellurivijaydeep.suralabs@gmail.com
Web: www.vipw.in	Web: www.suralabs.net

Witness1:

Hd. preheeunne

[Hd. Hehreunnisa]

Witness2:

Witness3:

R. Sunitha)

Witness4: G. Way)

# MEMORANDUM OF UNDERSTANDING (MOU)



between



VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES
FOR WOMEN,
ENIKEPADU, VIJAYAWADA,
ANDHRA PRADESH- 521108.

&

M/s. KONIS PHARMACEUTICALS 14-309/A, KRISHNANAGAR, FIRST FLOOR TADEPALLI (M), GUNTUR Dist., A.P- 522502.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding [hereinafter called as the 'MOU'] is entered and executed on date 12-08-2018.

#### BETWEEN

Vijaya Institute of Pharmaceutical Sciences for Women, Enikepadu, Vijayawada, Andhra Pradesh- 521108, the First Party represented herein by its K. Padmalatha/ Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors- in- office, administrators and assigns).

#### AND

M/s. KONIS PHARMACEUTICALS, 14- 309/A, First Floor, Krishnanagar, Tadepalli (M), Guntur Dist., A.P- 522502, the Second Party, and represented herein by its Proprietor/S. Jayarami Reddy, [hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors- in- office, administrators and assigns).

[First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party']

#### WHEREAS:

- A. First Party is a Higher Educational Institution named:
- B. Vijaya Institute of Pharmaceutical Sciences for Women

  First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resource, and provide each of them with opportunities
- C. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E. M/s. KONIS PHARMACEUTICALS, 14- 309/A, First Floor, Krishnanagar, Tadepalli (M), Guntur Dist., A.P- 522502, the Second Party is engaged in Business, Manufacturing services in the fields of- Manufacturing of Solid Dosage forms, Liquid Orals, and related fields
- F. KONIS PHARMACEUTICALS, the Second Party is promoted by own
- G. No other Branches for this Company.

# NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOW:

#### **CLAUSE 1 CO- OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co- operation that will promote and advance their respective operations within the Institution and its related wings. The parties shall keep each other informed of potential opportunities for one another.
- 1.2 First Party and Second Party co- operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co- operation shall be governed by this MOU. The Parties shall co- operate with each other and shall, as promptly as is reasonably practical, enter into the all-relevant agreements, deeds, and documents (the 'definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second party will give valuable inputs to the First party in training methodology and suitably customize the curriculum so that students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group

companies and also involve in Industrial Training Programmes for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs/ Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Skill Development Programmes: Second party to train the students of First party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 Guest Lectures: Second party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.6 Faculty Development Programmes: Second Party to train the Faculties of First Party for imparting industrial exposure / training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 Both parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the programmes on the terms specified herein.
- 2.8 There is no financial commitment on the part of the KONIS PHARMACEUTICALS, the First party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

## **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either party any right, title, interest or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other party.

#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid for a period of Two Years (02) commencing from the effective date by either party on mutually agreed terms, during which period KONIS PHARMACEUTICALS, the Second party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of KONIS PHARMACEUTICALS, the Second party after termination of this agreement by way of communication, correspondence etc., shall not be considered as an extension of this MoU.
- 4.2 Both parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of termination both parties have to discharge their obligations.

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create nor obligation or liability expressed or implied. On behalf of the other party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having any authority under the terms of this MoU to make agreements of any kind in the name or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian law with exclusive jurisdiction in the Courts of Vijayawada.

**AGREED:** 

For VIPW

ENIKEPADU

For KONIS PHARMACEUTICALS

**Authorized Signatory** 

For Konis Pharmaceuticals

Authorized Signatory PRINCIPAL

VIJAYA INSTITUTE

PHARMACEUTICAL SCIENCES FOR WOMEN

VNAMADAstivite 108f Pharmaceutical	KONIS PHARMACEUTICALS	
Sciences for Women		
Enikepadu, Vijayawada,	14- 309/A, Krishnanagar, First Floor	
Andhra Pradesh- 521108	Tadepalli (M), Guntur Dist., A.P-	
	522502	
Contact Details	Contact Details	
Email: vijayapharmacyfw@gmail.com	Email: www.kotiseeko@gmail.com	
Web: www.vipw.in	Web:	

Witness 1:

B'Hemalatha)

Witness 2: MO

( M Roberturber)

Witness 3: She (D-Santhi krupa)

Witness 4: Naga (P.M. Naga Laleshmi, Vooma)

# MEMORANDUM OF UNDERSTANDING (MOU)



between

VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES FOR WOMEN, ENIKEPADU, VIJAYAWADA, ANDHRA PRADESH- 521108.

de

M/s. SEEKO BIOTICS

14-309/A, KRISHNANAGAR, TADEPALLI (M),
GUNTUR Dist., A.P- 522502.

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#### AND

M/s. SEEKO BIOTICS, 14- 309/A, Krishnanagar, Tadepalli (M), Guntur Dist., A.P-522502, the Second Party, and represented herein by its Proprietor/ S. Jayarami Reddy, [hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors- in- office, administrators and assigns).

[First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party']

#### WHEREAS:

- A. First Party is a Higher Educational Institution named:
- B. Vijaya Institute of Pharmaceutical Sciences for Women
  First Party & Second Party believe that collaboration and co-operation between
  themselves will promote more effective use of each of their resource, and provide
  each of them with opportunities
- C. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E. M/s. SEEKO BIOTICS, 14- 309/A, Krishnanagar, Tadepalli (M), Guntur Dist., A.P- 522502, the Second Party is engaged in Business, Manufacturing in the fields of- Manufacturing of Solid Dosage forms, Liquid Orals, and related fields
- F. SEEKO BIOTICS, the Second Party is promoted by own
- G. No other Branches for this Company.

# NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOW:

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#### **CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
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- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programmes for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have

- a smooth transition from academic to working career. The Second Party will provide its Labs/ Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Skill Development Programmes: Second party to train the students of First party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 Guest Lectures: Second party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.6 Faculty Development Programmes: Second Party to train the Faculties of First Party for imparting industrial exposure / training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 Both parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the programmes on the terms specified herein.
- 2.8 There is no financial commitment on the part of the **SEEKO BIOTICS**, the First party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either party any right, title, interest or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other party.

#### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid for a period of Two Years (02) commencing from the effective date by either party on mutually agreed terms, during which period SEEKO BIOTICS, the Second party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of SEEKO BIOTICS, the Second party after termination of this agreement by way of communication, correspondence etc., shall not be considered as an extension of this MoU.
- 4.2 Both parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of termination both parties have to discharge their obligations.

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create nor obligation or liability expressed or implied. On behalf of the other party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having any authority under the terms of this MoU to make agreements of any kind in the name or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian law with exclusive jurisdiction in the Courts of Vijayawada.

AGREED:

For VIPW

Authorized Signatory of

For SEEKO BIOTICS For Seeka deforics

Authorized Signatory

VIJAYA INSTITUTE

PHARMACEUTICAL SCIENCES FOR WOMEN

ENKEPANHYAIJAYAMADA of?Pharmaceutical	SEEKO BIOTICS
Sciences for Women	
Enikepadu, Vijayawada,	14-309/A, Krishnanagar, Tadepalli (M),
Andhra Pradesh- 521108	Guntur Dist., A.P- 522502
Contact Details	Contact Details
Email: vijayapharmacyfw@gmail.com	Email: www.kotiseeko@gmail.com
Web: www.vipw.in	Web:

Witness 1: A bunday.
(5.50 ndar)

Witness 2: My (Male by she)

Witness 3:

(m. Vani)

Witness 4: Noga CP.77.17. Noga lakohni Vooma)

# **MEMORANDUM OF UNDERSTANDING (MOU)**

Between

#### VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES FOR WOMEN,

Enikepadu, Vijayawada, Andhra Pradesh- 521108.





#### KAKARAPARTHI BHAVANARAYANA (KBN) COLLEGE

9-42-104 KT Road, Kothapet,

Vijayawada, Andhra Pradesh- 520001.



This MOU is made on date 13-08-2018 between Vijaya Institute of Pharmaceutical Sciences for Women, Enikepadu, Vijayawada, Andhra Pradesh-521108 and Kakaraparthi Bhavanarayana (KBN) College, 9-42-104 KT Road, Kothapet, Vijayawada, Andhra Pradesh-520001 for the purpose of enriching technical education and for continuous interaction between Institutions.

# **PURPOSE**

The purpose of MOU is to expose the undergraduate students to the diversified intellectual abilities to share the expertise of the faculty of both parties/ Institutions for benefit of faculty and students pursing undergraduate programmes.

# Term of MOU

This MOU is effective upon the day and signed and will be executed by the parties from 13-08-2018 and shall remain in force and effect for a period of **One (1) Year**. It may be terminated without cause, by either of the parties upon one month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

# **Responsibilities of Parties**

- The college entered into MOU shall exchange the faculty, students and with mutual
- Subject delivery, training the faculty, hands- on experience, curriculum design, research, collaboration, consultancy and outreach programmes are chosen fields for mutual Cooperation.

# Scope

- Faculty will be exchanged between two parties for the benefit of students. The faculty of one party with specialized knowledge will teach the subject to the students of the other college
- · Faculty can be exchanged to conduct faculty development programmes, hands- on experience sessions.
- Students will be exchanged between two colleges to be exposed to the equipment available.
- The knowledge of innovation, technologies, best practices and strengths will be exchanged between colleges.

# Limitation

This collaboration will be effective for One Year duration. This may be extended for another two years with mutual consent.

All disputes that arise out of this agreement shall be amicably settled between parties.

AGREED:

For VIPW

V LAAthonized Signatory PHARMACEUTICAL SCIENCES FOR WOINL

ENIKEPADU. VIJAYAWADA 521 198

Witness 1:

P. Durga)

For KBN College

Kakaraparti Bhavanarayana College

VIJAYAWADA-1.

Witness 2:

( Dr. P. BHARATHE DEV)



# INDIA NON JUDICIAL

# **Government of Karnataka**

#### e-Stamp

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Certificate Issued Date

Account Reference

Unique Doc. Reference

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Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

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DR JAGANATH RAO

Article 12 Bond

**AGREEMENT** 

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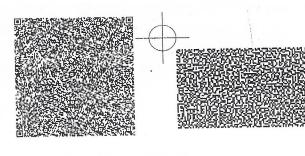
SRK FOUNDATION

DR JAGANATH RAO

DR JAGANATH RAO

(Twenty only)





Please write or type below this line

# **AGREEMENT**

This deed of agreement is made and executed on this 27th August 2018 at between SRK Foundation's Group of Institutions, Enikepadu, Vijayawada, State Andhra Pradesh represented by pits President Shri. B.S. Appa Rao here in after referred as Party No. 1 and Dr. Jaganath Rao, Parapsychologist & HRD Trainer located at No. 14, Sri Venkateshwara Building, Office No. 17, D.V.G. Road, Basavanagudi, Bengaluru - 560 004, State Karnataka, here in after referred as Party No. 2 with regard to the conduct of 20 Days Personality Development Workshops at SRK Foundation's Group of Institutions on the following terms & conditions: 2 Jaganath

The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
 The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority

- 1. It is agreed that both parties have planned to organise and conduct 20 Days Personality Development Workshops for over all development of students belonging to various courses of SRK Foundation's Group of Instituions, State Andhra Pradesh.
- 2. It is settled and agreed that Video shooting of any of the sessions should not be taken (Not even by Mobile Phones also) Only photography of the Personality Development Workshop is allowed
- 3. It is further settled and agreed that duration of each training programme is of 2 days, total 10 Workshops x 2 days = 20 days training programme which is going to commence on 29 th August 2018 and shall be completed on 27th September 2018. In each batch around 150-180 Students will participate.
- 4. It is further settled and agreed that the First Party shall provide all the necessary infrastructure including Seminar hall, Cordless mike systems (minimum 2), Continuous power supply, Projector etc to conduct the said trainging programme. Boarding, Lodging & Conveyance of Second Party during conduct of 10 Workshops(Total 20 days Trainning Programme) shall be borne by the First Party. Second Party will provide one set of printed course materials which shall be photocopied by the First Party according to the number of participants and same may be distributed to them batch wise.
- 5. It is further settled and agreed that the First Party shall pay total lumpsum amount of Rs.4 Lakh (Four Lakh rupees only) towards training fees for conducting 20 Days Personality Development Workshops either by way of RTGS or Cheque to be issued in the name of Second Party immediately after completing 10 Workshops or before 29th September 2018.

This agreement is executed with our free will, consent & without any coercion on dated 27th August 2018.

First Party

SRK Foundation's Group of Institutions Enikepadu, Vijayawada, State Andhra Pradesh represented by its President, Shri. B.S. Appa Rao Second Party

Dr. Jaganath Rao

Parapsychologist & HRD Trainer

No. 14, Sri Venkateshwara Building

Office No. 17, DVG Road, Basavanagudi

Bengaluru - 560 004

State: Karnataka



# MEMORANDUM OF UNDERSTANDING (MOU)

#### BETWEEN

# VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES FOR WOMEN

# And

ASC PVT LTD, Hyderabad



#### This MOU is

Made by:

Vijaya Institute of Pharmaceutical Sciences for Women (VIPW)

Made between:

Vijaya Institute of Pharmaceutical Sciences for Women (VIPW) and

ASC PVT LTD, Hyderabad.

Made on:

16-09-2018

**Having Validity:** 

From 16-09-2018 to 16-09-2019

Vijaya Institute of Pharmaceutical Sciences for Women which is sponsored by SRK Foundation, situated in the Enikepadu, Vijayawada-521108, hereinafter referred as VIPW or FIRST PARTY,

#### AND

ASC PVT LTD is located in Hyderabad, Telangana, 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 provide the rent-free premises and other facilities to the second party at during the oncampus 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.	<b>Supply of samples</b> 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.	Yes/No
3.	Providing the <b>Industrial Training</b> to the B. Pharmacy students as per the curriculum of JNTUK.	Yes/No
4.	<b>Demonstration of various new equipment's</b> to the students by the company experts/ technical persons.	Yes/No
5.	Conducting the <b>off-campus/on-campus placement drives</b> yearly or at least when necessary.	Yes/No
6.	Generous <b>guest lectures</b> by the industrial resource persons to motivate the students towards the research activities.	Yes/No
7.	To conduct the <b>certificate courses/ crash courses</b> to the students at nominal or free of cost.	Yes/No

#### 4. Term of the MOU

This MOU shall be initially valid for a period of one (1) year as mentioned above unless 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. The term may be extended for further period by mutual consent in writing by the parties.

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.

AGREED:

For VIPW

**Authorized Signatory** PRINCIPAL

VIJAYA INSTITUTE

PHARMACEUTICAL SCIENCES FOR WOMEN ENIKEPADWITHESSAWADA 521 109

Cy. Naveen)

Witness 2

#### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding [MOU] is made





### **Aiswarya Educational Consultants**

Vijayawada

AND



# Vijaya Institute of Pharmaceutical Sciences for Women,

Vijaya College Rd, Beside Samsung Godown, Enikepadu, Vijayawada, Andhra Pradesh 521108.

AEC - Vijayawada and VIPW, Enikepadu hereinafter individually referred to as "PARTY" and collectively referred to as "PARTIES"

#### **Terms and Conditions:**

- [1] Duration: This MOU shall be valid for 01 years from 26/09/2018 and thereafter it may be renewed on mutually agreed terms.
- [2] Purpose: This MOU is for the collaboration between the parties for mutual Benefit.

#### Where

#### AISWARYA EDUCATIONAL CONSULTANTS will provide

First introductory session will be initiated by giving brief information about the various higher educational and career prospects available for the students in abroad just to create the urge among the student to go overseas for higher education. Along with financial assistance options which are available for the students.

Expert talks/ informative seminars/ counseling sessions/ guest lecturers to the Faculty members and students about:

- a) Education opportunities abroad in different countries
- b) Process for applying to universities/ colleges abroad
- c) Information about requisite standardized tests

GRE/ IELTS/ TOEFL workshops for the students and faculty members.

Informative/ counseling sessions by delegates of foreign universities subject to their availability in Vijayawada

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Informative/ counseling sessions/ workshops by executives/delegates of Institutions such as British Council Division subject to their approval and availability in Vijayawada

Interactive sessions with students and faculty members regarding students' life abroad by our alumni subject to their approval and availability in Vijayawada

Literature such as posters, banners, pamphlets, leaflets, etc for conveying relevant information

These activities would be conducted either through separate sessions for respective departments or through combined/ common sessions for all departments depending on the strength/ attendance of the participants and as mutually decided upon.

#### And

# Vijaya Institute of Pharmaceutical Sciences for Women shall provide

Permissions and cooperation in such areas as may be mutually agreed between the parties, more particularly described in this agreement.

Seminar hall(s)/ counseling room(s)/ classroom(s) for conducting of the activities.

Facilities for conduct of the seminars/ sessions/ workshops viz. projector, computer systems, mic, tables, chairs.

Notice board(s)/ suitable space for display of literature such as posters, banners, etc.

#### [3] Mutual Obligations:

This would be exclusive to both the parties and let us not interfere any other similar collaborations. As stated in this MOU, there will be no obligation on any party to compensate the other in any manner or to make any claim.

Vijaya Institute of Pharmaceutical Sciences for Women and Aiswarya Educational Consultants are not authorized to make any representation, contract or commitment on behalf of the Aiswarya Educational Consultants/ Vijaya Institute of Pharmaceutical Sciences for Women without the prior written consent of the other party.

#### [4] Commercials:

Vijaya Institute of Pharmaceutical Sciences for Women and Aiswarya Educational Consultants will design programs on mutual understanding and decide upon fees, if any, to be charged to the students.

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#### [5] General:

The two bodies understand and acknowledge that the confidential information is valuable and confidential and agrees that it will all the times be kept in trust, to be disclosed to only such persons as have a "need to know" the same for effective implementation of this MOU and that it will only be used by the parties for the benefit of the others.

Both the parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.

Each party shall be at the liberty to terminate this MOU with a written notice period of one month to the other party without any compensation.

Any and all the disputes or differences between Vijaya Institute of Pharmaceutical Sciences for Women and Aiswarya Educational Consultants arising out of or in the connection with this MOU or its performance shall, so far as it is possible, be settled by negotiations between the parties amicably through consultation and understanding.

**IN WITNESS WHEREOFF**, to show their assent, the duly authorized representative of the parties here to have signed the Agreement and set their seals as below.

#### Signed for and on behalf of

Aiswarya Educational Consultants 54-18/2-5, 1st Floor, Krishna Priyam, Sivapuram colony, ITI College road,

Vijayawada, Andhra Pradesh 520008

Mr. Sekhar

WITNESS 1:

## Signed for and on behalf of

Vijaya Institute of Pharmaceutical Sciences for Women

Enikepadu, Vijayawada

Andhra Pradesh 521108.

S. Vandatako WITNESS 2:

#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made on 06<sup>th</sup> Nov 2018 (**The Effective Date**) between Laila Nutraceuticals and

Vijaya Institute of Pharmaceutical sciences for women (VIPW).

#### Laila Nutraceuticals

40-15-14, Brindavan Colony Labbipet, Vijayawada-520010, Andhra Pradesh, India (Herein referred to as "Laila") AND

## Vijaya Institute of Pharmaceutical sciences for women (VIPW)

Vijaya College Rd, Beside Samsung Godown, Enikepadu,

Vijayawada, Andhra Pradesh 521108. (Herein referred to as "INSTITUTE")

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

WHEREAS, Laila Nutraceuticals is a leading research, development and manufacturing company developing specialty herbal ingredients for the nutrition, pharmaceutical, dietary supplement, cosmetic and healthcare industry (hereinafter referred to as "Laila" which expression shall, unless excluded by or repugnant to the context, be deemed to include its principals including affiliates & subsidiaries, successors-in-interest and assigns).

WHEREAS, INSTITUTE is premier education and research institute providing knowledge in science based courses...(hereinafter referred to as "INSTITUTE" which expression shall, unless excluded by or repugnant to the context, be deemed to include its principals including affiliates & subsidiaries, successors-in-interest and assigns).

WHEREAS, subject to terms of this agreement, Laila wishes to assist the Institute students in coordination with the faculty by facilitating better understanding of the industry requirements, facilitate few student projects either at Laila R&D or the Institutes research labs and conduct formulation and/or *In vitro* and/or *In vivo* experiments in either of the facilities. In this research process Laila may use its ingredients (test items)/ proprietary ingredients, technologies, animal models and disease models. The students/research fellows and staff of the institute may become aware or may need to know some of the information regarding Laila's technology, test items, test results, animal models, disease models etc. Hence Laila wishes to disclose to Institute certain confidential information as required to train/conduct the said experiments. For

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the sake of clarity, all information on test items, test results, proprietary disease models will remain confidential property of Laila and institute shall take measures to ensure that the students and faculty shall maintain such information confidential.

WHEREAS, the INSTITUTE agrees to protect the confidentiality of all information it receives from Laila through this Agreement.

THEREFORE, in consideration of mutual promises and other valuable information exchanged and intended to be legally bound, the Parties hereby agree and contract as follows;

#### **DEFINITIONS**

- 1.1 "Affiliates" means with respect to each Party, the legal entities that are controlled by, or under common control with, such Party.
- "Confidential Information" shall be deemed to include (without limitation) (a) the 1.2 following types of information and other information of a similar nature, whether or not discoveries, techniques, know-how, ideas and concepts, so declared in writing: formulations, molecules, structures, drug delivery regimes, designs, drawings, specifications, techniques, models, prototypes, data, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, and all analyses, compilations, studies or other documents, any and all related herbal materials, inventions, practices, methods, knowledge, skill experience, test data (including pharmacological, toxicological and efficacy test data), analytical and quality control data and manufacturing and patent data or descriptions; (b) any similar information disclosed to the Receiving Party or its employees, prior to the execution of this Agreement; (c) any material transferred from the disclosing party to the receiving party along with the relevant proprietary information; and (d) any data (including in-vitro, pharmacological, toxicological, efficacy formulation test data) generated by the receiving party on the material transferred by the disclosing party or any data generated on material developed using the disclosing party information.

The term "Confidential Information" shall include any and all information and other materials disclosed, furnished, communicated, perceived or supplied by Laila to the INSTITUTE by virtue of INSTITUTE's employees/consultants/students/research follows visiting, witnessing and/or observing the facilities, laboratories or factory of Laila and /or its Affiliate Company and/or associates could be reasonably assumed to be confidential.

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Any information disclosed by the Laila will be considered Confidential Information of Laila by INSTITUTE whether or not such information is designated as "Confidential" or "Proprietary"

- 1.3 "<u>Disclosing Party</u>" means Laila or its employees, director, officers, consultants, financial advisor, agent or Affiliates (its "Representatives") that disclose Confidential Information to INSTITUTE (Recipient).
- 1.4 "<u>Disclosure Period</u>" means the period during which either Party may be disclosing Confidential Information to the other Party. The disclosure period shall commence from the effective date set forth above, and shall expire 1 (One) year after such date, unless terminated in writing by mutual agreement of the parties or upon the request of either party in writing. At the end of "Disclosing Period" the agreement shall be automatically renewed for a period of one year and otherwise terminated by either party in writing with twelve-month notice period for such termination
- 1.5 "Recipient" means the party, INSTITUTE or its Representatives, employees, students, research fellows who receive Confidential Information from Laila (Disclosing Party).
- 1.6 "Exempt Information" means information that can be demonstrated by written records (a) not in violation of disclosing Party's Intellectual property rights (b) was in its possession prior to the time of disclosure; and (c) or it becomes public knowledge through no fault, omission, or other act of Receiving Party.
- 1.9 "Permitted User" means an individual who (1) (a) is the Recipient's Representative, director, employee, students, research fellows or (b) is party to an effective confidentiality agreement with Recipient which is consistent with the terms of this Agreement; and (2) has a need-to-know the Confidential Information in connection with the project.

### 2. REQUIRED CONFIDENTIALITY

- 2.1 INSTITUTE and its Representatives will treat the Confidential Information as strictly confidential and proprietary, and will safeguard its confidential and proprietary nature with at least the same degree of care as it holds its own confidential or proprietary information.
- 2.2 Recipient may use the Confidential Information only in connection with the Project, and for no other purpose whatsoever. Recipient will not use the Confidential Information for the personal benefit of itself or a Permitted User, or for the benefit of any third party.



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- 2.3 Recipient will not disclose (directly or indirectly) any Confidential Information to, or permit it to be accessed by, any person except a Permitted User. Recipient will cause any Permitted User to whom Confidential Information is disclosed to abide by the confidentiality provisions of this Agreement. On a case-by-case basis, Disclosing Party may waive the restrictions of this Section 2.3 to provide for specific disclosures to specific third parties; provided, however, that such waiver must be in writing signed by the Disclosing Party and such third party must execute a confidentiality agreement with the Disclosing Party, which is consistent with the terms of this Agreement and which would prohibit disclosure under the terms of this agreement.
- 2.4 If Recipient is requested to disclose the Confidential Information or the substance of this Agreement in connection with a legal proceeding to comply with a requirement under the law, Recipient will give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient, at Disclosing Party's expense, will cooperate with and assist Disclosing Party in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient will disclose only that portion of Confidential Information that Laila's legal counsel determines it is required to disclose, or which is ordered to be disclosed by a tribunal or court of competent jurisdiction.
- 2.5 At the end of the Disclosure Period or upon completion of the Project, whichever is earlier, Receiving party shall use best efforts to promptly return all confidential information of other party (including all copies in whatever medium provided to, or made by, any permitted user). At the end of disclosure period and/or termination of the agreement the institute or student shall not use any of the Laila technologies for any other purpose
- 2.6 Recipient agrees that it shall not directly or indirectly modify, reverse engineer, decompile, create or recreate other works from or disassemble any Confidential Information unless permitted in writing by the Disclosing Party. This clause shall survive the expiry or termination of confidentiality and/or this agreement.
- 2.7 The institute shall in good faith offer the right of first refusal to Laila on any inventions and technologies developed in the areas of interest of Laila or in the areas where Laila has assisted the students with projects. The institute shall allow sufficient time for Laila to asses and evaluate the technology or invention and its commercial feasibility before making an offer. The institute or students shall not make the project related information or documents available in public domain, online medium, public or private networks, social platforms/networks etc. The institute or student shall seek prior permission from

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Laila for publishing the work done in collaboration with Laila or using technologies of Laila and shall duly acknowledge Laila's support in the project.

#### 3. GENERAL PROVISIONS

- 3.1 The Agreement shall be effective from the date of signing of last authorized signatory. The Agreement shall remain in force for a period of **one** (1) year from the effective date. Either party may terminate the agreement after five years with a written notice of twelve months.
- 3.2 The Parties represent and warrant to each other that each has the legal power and authority to enter into this Agreement and to disclose the Confidential Information.
- 3.3 Neither this Agreement, nor either Party's performance under it, will (a) transfer to the Recipient, or create in the Recipient, any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information; (b) obligate either Party to enter into any other agreement or undertaking of any nature whatsoever with the other Party; (c) prohibit either Party from entering into any other agreement with any other party, if doing so will not violate such Party's obligations hereunder; or (d) be construed as granting a license to the Confidential Information to either Party.
- 3.4 This Agreement sets forth the entire understanding between the Parties as to the subject matter and supersedes all prior agreements and understandings relating to such subject matter.
- 3.5 This Agreement shall be governed by, and construed & enforced in accordance with the laws of India. The jurisdiction on any matters relating to this agreement will be exercised only and exclusively by the Court at Vijayawada, Andhra Pradesh, India
- 3.6 The Parties acknowledge that except as expressly set forth herein, (a) neither Party has made any promise to the other, express or implied, upon which either is entitled to rely in any way; and (b) the Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.
- 3.7 Neither the rights nor the obligations of either Party may be assigned or delegated, in whole or in part, without the prior written consent of the other Party. Any such assignment or delegation shall be null and void and of no effect.
- 3.8 This Agreement may be executed by facsimile and/or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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- 3.9 If any term of this Agreement or the application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 3.10 All obligations of confidentiality except clause 2.6 shall terminate after six (6) years from the termination date of the confidentiality agreement.

The failure of either Party to insist upon the strict observation or performance of any provision of this Agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future. Every right and remedy given by this Agreement to the Parties may be exercised from time to time as often as appropriate.

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to set their hands hereunder on the 06-11-2018.

Signatures:

Name: Mr. Alluri Krishna Raju

Designation: General Manager

Laila Nutraceuticals Date: 06-11-2018

Name: Md. Nowin Sultana

Name: Dr. K. Padmalatha

Designation: Principal

INSTITUTE.

Date:

Witness: