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2017- 2018

MoUs

MEMORANDUM OF UNDERSTANDING



Between

Vijaya Institute of Pharmaceutical Sciences for Women,
Affiliated to JNT University, Kakinada,
Enikepadu, Vijayawada – 521108, Andhra Pradesh, INDIA.



And

Sri Durga Malleswara Siddhartha Mahila Kalasala,
An Autonomous College in the Jurisdiction of Krishna University, Machilipatnam
Mahatma Gandhi Road, Vijayawada – 520010, Andhra Pradesh, INDIA.

1. Parties:

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the

- a) **Vijaya Institute of Pharmaceutical Sciences for Women,**
Affiliated to JNT University, Kakinada,
Enikepadu, Vijayawada – 521108, Andhra Pradesh, INDIA.
And
- b) **Sri Durga Malleswara Siddhartha Mahila Kalasala,**
An Autonomous College under the Jurisdiction of Krishna University,
Mahatma Gandhi Road, Vijayawada-520010, Andhra Pradesh, INDIA.

2. Purpose:

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

3. Term of MOU:

This MOU is effective upon the day and date signed and will be executed by the parties from June 2017 and shall remain in full force and effect for a period of 5 Years. 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.

4. Responsibilities of Parties:

- The college entered into MOU shall exchange the Faculty, Students and with mutual benefit.
- Subject delivery, Training the faculty, Hands-on Experience, Curriculum Design, Research, Collaboration, Consultancy and outreach programmes are the chosen fields for mutual Co-operation.

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 will 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 two colleges.

5. Limitation:

- This collaboration will be effective for five years duration. This may be extended for another five years with mutual consent.
- All disputes that arise out of this agreement shall be amicably settled between parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as to the date first written above.

Signed by: For and behalf of Witness:



PRINCIPAL
VIJAYA INSTITUTE
PHARMACEUTICAL SCIENCES FOR WOMEN
ENIKEPADU VIJAYAWADA 521 108
Vijaya Institute of Pharmaceutical Sciences,
Enikepadu, Vijayawada-521108, Andhra Pradesh, INDIA


1. S. Venkatarao

2. Pramoda - C

Signed by: For and behalf of

Witness:


Principal
Sri Durga Malleswara
Siddhartha Mahila Degree Kalasala
VIJAYAWADA
Sri Durga Malleswara Siddhartha Mahila Kalasala,
Vijayawada - 520010, Andhra Pradesh, INDIA

1. 
Dept. of Zoology

2. K. Lakshmi
Dept. of Zoology

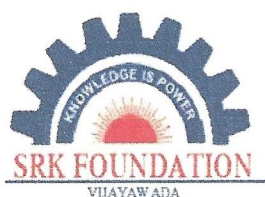
MEMORANDUM OF UNDERSTANDING (MOU)

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 05.06.2017.

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)

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



Authorized Signatory
PRINCIPAL

VIJAYA INSTITUTE

**PHARMACEUTICAL SCIENCES FOR WOMEN
ENIKEPADU VIJAYAWADA 521 108**



For FUTURE WISE
For Future Wise



Proprietor.

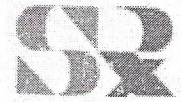
Authorized Signatory

Witness 1:-

K. V. R. Rajeswari
(KOLA VIJAYA RAJA RAJESWARI)

Witness 2:

Y. Naveen
(Y. Naveen)



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered into on this on the date
06-07-2017 to 06-07-2018.

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 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 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 terms specified herein

- 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.

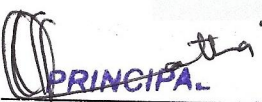
CLAUSE 4 VALIDITY

- 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


PRINCIPAL
VIJAYA INSTITUTE
 Authorized Signatory
 PHARMACEUTICAL SCIENCES FOR WOMEN
 ENIKEPADU VIJAYAWADA 521 '08





Authorized Signatory

Vijaya Institute of Pharmaceutical Sciences for Women	Sura Pharma Labs
Beside Samsung Godown, Enikepadu, Vijayawada, Andhra Pradesh 521108.	4 th floor, S S Towers, Gaddiannaram,


An ISO 9001:2008 Certified Company

Dr. K. Padmalatha, Principal, 8008651333	Mr. N. Vijaydeep, Manager. 9885274581.
E-mail: vijayapharmacyfw@gmail.com	E-mail: nellurivijaydeep.suralabs@gmail.com
Web: www.vipw.in	Web: www.suralabs.net


Witness1:


P.M.M. Naga Lakshmi Varma


Witness2:

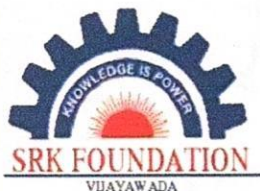

(Rajini. S)

Witness3:


CH. Anupama Swathi

Witness4:


(G. Uday)



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: 16-09-2017
Having Validity: From 16-09-2017 to 16-09-2018

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 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 .	Yes/No
3.	Providing the Industrial Training to the B. Pharmacy students as per the curriculum of JNTUK.	Yes/No
4.	Demonstration of various new equipment's to the students by the company experts/ technical persons.	Yes/No
5.	Conducting the off-campus/ on-campus placement drives yearly or at least when necessary.	Yes/No
6.	Generous guest lectures by the industrial resource persons to motivate the students towards the research activities.	Yes/No
7.	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 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

VIJAYA INSTITUTE

PHARMACEUTICAL SCIENCES FOR WOMEN

ENIKEPADU, VIJAYAWADA - 521 008

Witness 1:

(Vishnu Vandana Devi-V)



For ASE PVT LTD



Authorized Signatory

Witness 2:

S. Venkateswara Rao
(S. VENKATESWARA RAO)



MEMORANDUM OF UNDERSTANDING (MOU)

between

**VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES FOR WOMEN,
Enikepadu, Vijayawada, Andhra Pradesh- 521108.**

&

**M/s. KOCH ORGANICS
#3-642/1, First Floor, Undavalli,
Andhra Pradesh- 522501**

The Memorandum of Understanding is made between Vijaya Institute of Pharmaceutical Sciences for Women, affiliated to Jawaharlal Nehru Technological University Kakinada and Koch Organics for the purpose of providing technical and research interaction between industry and institute. The following areas of development are identified as requirements of Vijaya Institute of Pharmaceutical Sciences for Women from the strength and abilities of Koch Organics can be tapped at appropriate schedules as mentioned below:

1. Identifying thrust areas of research of mutual interest.
2. Pre-formulation studies and Development of different modified release dosages.
3. Development of new analytical methods.
4. Students for internship
5. Mutual sharing of knowledge and skills by conducting trainings, workshops, symposiums, lectures and projects
6. Providing practical knowledge to the students by the industry

Details of any specific activity other than mentioned above in memorandum of understanding from time to time may be annexed separately.

Validity and Renewal:


The Memorandum of Understanding shall remain in force for two (02) years from the date of signing and be subjected to revision or modifications by mutual consent. Both parties shall discuss and decide on the continuation or revision of the memorandum six months prior to expiry. This documentation is a statement of understanding and not intended to create binding or legal obligations on either party.

Date of MoU: 25-10-2017

AGREED:


For VIPW

Dr. K. Padmalatha


PRINCIPAL
Authorized Signatory
VIJAYA INSTITUTE
PHARMACEUTICAL SCIENCES FOR WOMEN
ENIKEPADU VIJAYAWADA 521108.

For KOCH ORGANICS

Mr. A. Sandeep Reddy


Authorized Signatory
For KOCH ORGANICS

① 25/10/17 - 24/10/19

Managing Partner

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made on 06th Nov 2017 (**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



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.
- 1.2 "Confidential Information" shall be deemed to include (without limitation) (a) the following types of information and other information of a similar nature, whether or not so declared in writing: discoveries, techniques, know-how, ideas and concepts, 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 fellows 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.

Analy

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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 "Disclosing Party" means Laila or its employees, director, officers, consultants, financial advisor, agent or Affiliates (its "Representatives") that disclose Confidential Information to INSTITUTE (Recipient).
- 1.4 "Disclosure Period" 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 "Disclosure 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.

Arulip

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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, de-compile, 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 assess 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.





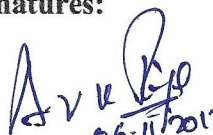
3.9 If any term of this Agreement or the application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term of this Agreement shall be valid and enforced to the fullest extent permitted by law.

3.10 All obligations of confidentiality except clause 2.6 shall terminate after six (6) years from the termination date of the confidentiality agreement.

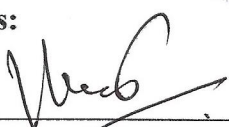
The failure of either Party to insist upon the strict observation or performance of any provision of this Agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future. Every right and remedy given by this Agreement to the Parties may be exercised from 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 **06-11-2017**.

Signatures:



Name: Mr. Alluri Krishna Raju
Designation: General Manager
Laila Nutraceuticals
Date: 06-11-2017

Witness:


Name: Srinivas V


Name: Dr. K. Padmalatha
Designation: Principal
INSTITUTE.
Date:

Witness:


Name: M. Vani

