MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES (AUTONOMOUS) CHALAPATHI NAGAR, LAM, GUNTUR

AND



An ISO 9001: 2008 Certified...

ARETE IT Services Pvt. Ltd., Vijayawada



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the "MoU" is entered into on this the 2nd day of February-Two thousand Nineteen (2019).

BETWEEN

Chalapathi Institute of Pharmaceutical Sciences (Autonomous), Chalapathi Nagar, Lam, Guntur-522034, the First party represented herein by its Prof.Rama Rao Nadendla, 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

ARETE IT Services Pvt. Ltd., 40-5-10/A, Spice-Inn Building, Beside DV Manor Hotel, Tikkle Road, Vijayawada, the Second party, and represented herein by its MANAGING DIRECTOR, N.Vara Prasad (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 Chalapathi Institute of Pharmaceutical Sciences (Autonomous), Chalapathi Nagar, Lam, Guntur-522034,
- B) First party and 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 enhanced 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) -ARETE IT Services Pvt. Ltd.,- the second party is engaged in business, software consultancy, skill development, education and R & D services.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 part 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 (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 teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training and Visits: Industry and institution interaction will give as 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 programms 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.
- 2.6 **Skill Development Programms:** 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 Lecture:** 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.
- 2.8 **Faculty Development Programs:** Second party to train the faculties of first party for imparting industrial exposure / training as per the industrial requirements considering the national occupational standards in concerned sector, if available.
- 2.9 Both parties to obtain all internal approvals, consents, permissions and licenses of what so ever nature required for offering the programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES (AUTONOMOUS), CHALAPATHI NAGAR, LAM, GUNTUR, 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, estoppels 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, during which period CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, CHALAPATHI NAGAR, LAM, GUNTUR, the second party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of training partner or ARETE IT Services Pvt. Ltd., the second party after termination of this agreement by way of communication, correspondence etc., shall not be construed 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 any 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 of or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

PRINCIPAL

Chalapathi Institute of Pharmaceutical Sciences

(Autonomous)
Chalapathi Nagar, LAM, GUNTUR-34

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 Guntur.

AGREED:

For Name of Institution Chalapathi Institute of Pharmaceutical Sciences (Autonomous)

For Name of Industry ARETE IT Services Pvt. Ltd.,

Authorized signatory

PRINCIPAL Chalapathi Institute of Pharmaceutical Sciences (Autonomous)

Chalapathi Nagar, LAM, GUNTUR-34

Chalapathi Institute of	ARETE IT Services Pvt. Ltd.,
Pharmaceutical Sciences	
(Autonomous)	
Chalapathi Nagar, Lam, Guntur-	40-5-10/A, Spice-Inn Building,
522034, Andhra Pradesh	Beside DV Manor Hotel, Tikkle Road,
	Vijayawada, Andhra Pradesh-520010
Prof.Rama Rao Nadendla	Sri N.Vara Prasad, MD
Email: nadendla2000@yahoo.co.in	varaprasad@areteservices.org
www.chalapathipharmacy.in	www.areteservices.org
Mobile: 9440101685	Mobile:

Witness 1: p. Shampaled 2/03/19
(PBHANU PRAKASH)

Witness 2: M.V. Ramanay 1919 (M.V.ENKATA RAMANA)

Witness 3: Pallavi V 02/03/19

[Pallavi Vadlamudi]

Witness 4: N. Santhi Priya 02/03/19 (Nagam. Santhi Priya)





ಆಂధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

Y. V. Anganyulu / Sulheramaian President on Chalepath Indited Aphermeteurical Sixons, \$705 Dt: 26/05/2017

L Kristina Kermani BW 849333

> K. KRISHNA KUMAR LICENSED STAMP VENDOR L. No.07-15-015/2011 R.L. No.07-15-037/2017 BUDAMPADU, GUNTUR-17, Cell: 9704668675

MEMORANDUM OF AGREEMENT BETWEEN

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION (First Party) AND

CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, GUNTUR (Second Party)

This Memorandum of Agreement (MoA) is entered into on 27th day of May, 2017.

The Andhra Pradesh State Skill Development Corporation, represented by the CEO, APSSDC having its registered office at NTR Administrative Block, 2nd Floor, above arrival block, Pandit Nehru RTC Bus Stand, Vijayawada - 520002 (here in after referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the One Part.

The Chalapathi Educational Society, registered under Provisions of Act XXI of 1860 bearing registration number 610 of 1995; represented by Sri Y.V.Anjaneyulu, President, having its registered office at Chalapathi Nagar, Lam, Guntur-522034; having a Educational Institution by the name Chalapathi Institute of Pharmaceutical Sciences, located at Chalapathi Nagar, Lam, Guntur (here in after referred to as "Employability Skill Centre, Chalapathi Educational Society", Second Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the other Part.



WHEREAS

- (a) The Government of Andhra Pradesh has a vision to be among the three best states in India by 2022 and to achieve the status of a developed state by 2029. To spearhead the skilling activities at the state level, a separate Department of Skill Development, Entrepreneurship and Innovation has been set up along with its implementing arm -Andhra Pradesh State Skill Development Corporation (APSSDC), the first party, as the forefront of all skilling initiatives in the State. Thus, the Corporation is in the business of promoting skill development and entrepreneurship among different segments in the State of Andhra Pradesh. In its endeavors to enhance the Employability Skills of Under Graduate and Post Graduate course perusing students, the first party intended to establish Employability Skills Centres (ESCs) and progressive UG/ PG colleges/ Autonomous institutions / Govt Colleges / University Campus PG colleges. In this direction, through this MOA, APSSDC intends to associate with Chalapathi Institute of Pharmaceutical Sciences, to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers.
 - (b) The Second Party having been into Educational services through its College by name Chalapathi Institute of Pharmaceutical Sciences, submitted a proposal to the first party, upon understanding the requirements and functions of proposed Employability Skill Centres (ESCs). As the second party has intention and requirements as per criterion and agreed to provide services to the first party on the terms and conditions as set forth in this MoA.
 - (c) In pursuance thereof, the parties have agreed to enter into this Agreement.

A. PURPOSE:

The purpose of this MoA is to clarify and sort out the roles and responsibilities of both parties in establishing and managing Employability Skill Centres (ESCs) for UG/ PG studying candidates in Various Degree/PG Colleges/University Campuses to enhance employability of students.



2 | Page

ROLES AND RESPONSIBILITIES:

B. FIRST PARTY

Responsibilities of APSSDC

- B.1 Shall prepare over all calendar programs and communicate to Second Party;
- B.2 Shall Organize Training Programs for all Under Graduate and Post Graduate students. The programs would be of nature, common core (for all students); and modular (elective in nature) and Community specific modules;
- B.3 Shall appoint required manpower to manage and coordinate Trainings in ESCs;
- B.3 Shall be installing requisite IT infrastructure as listed in Schedule -1 in the Employability Skills centers (ESCs) in the earmarked rooms by The second party;
- B.4 The First Party shall prepare Operational Guidelines for ESC to be followed by both the parties;
- B.5 The First Party will take care of insurance, regular maintenance and consumables items pertaining to Hardware provided.
- B.6 The First Party shall have right on any undefined business and activity that falls under purview of this MOA.

C. SECOND PARTY

- C.1 Shall provide the building space in terms of Two (2) Computer Labs and One (1) E-Class room with a minimum seating capacity of 50 each room space at the College premises to the First Party for Establishing the Employability Skill Center allocated to the Second Party. The second party shall ensure adequate furniture and electrical fixtures in the class rooms and labs;
- C.2 Shall be responsible for ensuring proper physical security of the IT & other electronic Items as per schedule-1. Towards security, the second party shall do necessary arrangements and ensure the security for the items;
- C.3 Shall facilitate trainings for different segments namely students within campus, students from other colleges and job seeking youth and the college shall allow its students to attend programs, take assessments and interviews as per schedule communicated by first party;
- C.4 Shall provide separate Toilets to the boys and girls, who undergone training at the Employability Skill Center;
- C.5 Shall put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;

- C.6 Shall appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the Second Party at the Employability Skill Centre for smooth running of the ESC.
- C.7 Shall actively participate in the ESC Programs, communicate feedback from the college and students, suggesting for betterment of the ESC programs towards maximizing reach;
- C.8 Shall arrange for common facilities of housekeeping, security, electrical supply,
 Drinking and Usage water to the Toilets for the Employability Skill Center students;
- C.9 Shall mark the daily attendance in the suggested mode (manual or bio metric or iris scan or so) by the SPOC of Second Party in coordination with ESC Coordinator.
- C.10 Shall facilitating in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party.
- C.11 Shall follow Operational Guidelines of ESCs in maintaining activities in ESCs.

D Responsibilities of Both Parties

The Both Parties agree that:

- D.1 The Parties shall diligently perform their respective obligation under the Arrangement as per the procedure set forth above.
- D.2 Neither Party shall share any Confidential Information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.
- D.3 The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.
- D.4. The ESC shall exclusively be used for in program to be assigned by the First Party to Second Party.
 - E Ownership of assets: the ownership of the IT infrastructure/assets will lies with APSSDC whereas the second party, would be the custodian of the installed assets.
 - F Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the APSSDC and Second party, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

G. Termination of the MOA:

- a) Termination for Default: The first party may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the second party, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the second party to rectify the breach):
 - (a) The agreement may be terminated if it is discovered at any stage that the second party has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.
 - (b) If the second party, in the judgment of the first party, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.
 - (c) If the second party commits breach of any condition of the Agreement.
 - (d) If the second party is de-empanelled at any stage during the course of the Agreement.
- b) Termination for Insolvency: The first party may at any time terminate the Agreement by giving a written notice of at least 30 days to the second party, if the second party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the second party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the first party.
- c) Termination for Convenience —The first party, by a written notice of at least 30 days sent to the second party, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the first party's convenience, the extent to which performance of the second party under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the second party may be appropriately compensated for the loss incurred by the Agreement, if any, due to such termination.
- d) Limitation of Liability In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The second party shall not be liable to the other

hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

- e) Termination by the Client first party may, by not less than thirty (30) days' written notice of termination to the second party, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:
 - a. The second party fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the first party may have subsequently granted in writing;
 - b. The second party becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - The second party fails to comply with any final decision reached as a result of arbitration proceedings;
 - d. The second party fails to comply with the decisions of the first party;
 - e. The second party submits to the first party a statement which has a material effect on the rights, obligations or interests of the first party and which the second party knows to be false;
 - f) Termination by the second party The second party may, by not less than thirty (30) days' written notice to the first party, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - g) Upon termination of this Agreement by notice of either Party to the other Party, the second party shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
 - h) The first party will reserve the right to cancel the MOA and take back all installed and transferred items as per schedule-1 in the circumstances of the second party's non-cooperation to organize ESC programs to its fullest potential.
 - i) The First party shall reserve the decision rights on the scheduled items on completion of tenure of the agreement.



PRINCIPAL
Chalanathi Institute of Pharmanautical Sciences

H. Representations and Warranties by the Parties

In addition to the above the Parties hereto represent and warrants to other Parties as under:

- a) That it is duly organized and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under Applicable Laws to carry on its business and or perform its functions.
- b) That this MoA
 - I. is within its powers and has been duly authorized by it; and
 - II. does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.
- c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

I. PERIOD OF VALIDITY:

This MoA shall become effective from the date hereof and shall be in force for a period of three years, unless terminated by mutual consent of the parties.

Each Party shall, however, have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90 (Ninety) days through its authorized signatory. Without prejudice to the above, each Party may terminate this MoA by giving 45 (Forty Five) days notice in the event of breach of any of the terms of this MoA by any of the other Parties, however, such party shall serve a prior notice of its intention to terminate this MoA to the other parties and such event of breach should have remained un resolved/ un rectified within the said notice period of 45 days or such extended period as may be mutually agreed to.

J. NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address, facsimile number given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

K. COMMUNICATIONS AND PUBLICITY:

The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA (jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

J. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties, prior to any changes being performed but all rights reserved by First Party can change any point of time needed.

INFORMATION OWNERSHIP: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party. First Party will in no way share or distribute any information received with other public or private agencies, organizations, and individuals\

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts

First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

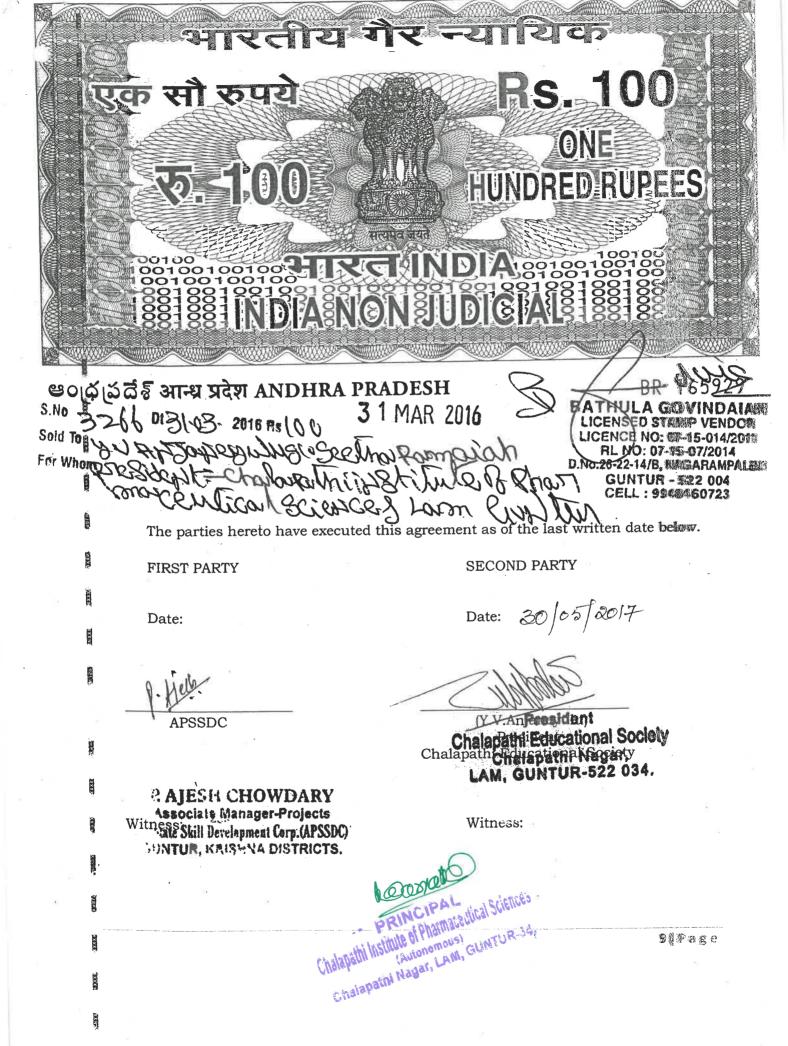
NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document.

ESTABLISHMENT OF RESPONSIBILITY: This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law, by a party against First Party or Second Party.

COMMENCEMENT/EXPIRATION DATE: This instrument is executed as of the date of last signature and is effective up to 3 years after end of service and will automatically expire unless extended.

AUTHORIZED REPRESENTATIVES: By signing below, the individuals signed in this document as representatives of First Party, Second Party are authorized to act in their respective areas for matters related to this MoA.





2017

Memorandum of Understanding

Between

THE DEPARTMENT OF ZOOLOGY

Govt. College for Women (A), Guatar

and

THE DEPARTMENT OF MICROBIOLOGY

Chalapati Institute of Pharmaceutical Sciences, Lam, Guntur

This Memorandum of Understanding (MOU) sets for the terms and understanding between the

The Department of Zoology, Govt. College for Women (A), Guntur

and

The Department of Pharmaceutics, Chalapati Institute of Pharmaceutical Sciences, Lam, Guntur

to share academic and laboratory resources

Background

Government College for women, (Autonomous) is an Autonomous, NAAC A grade institution with CPE status. Chalapati Institute of Pharmaceutical Sciences, Lam, Guntur is an Autonomous NAAC A grade institution. Both have well equipped lab facilities and academic resources. Mutual understanding between these two colleges may strengthen the academic standards.

Purpose

This MOU will enrich our Teaching Learning process

The above goals will be accomplished by undertaking the following activities:

- 1. By sharing views regarding curriculum
- 2. By arranging invited lectures, workshops

Reporting

The In Charge of the Department

Funding

There is *no financial commitment* in this process

Duration

Three years i.e., from the academic year 2017-18 to 2019-20



Comple 201

Chalapathi Institute of Pharmaceutical Sciences
(Autonomous)
Chalapathi Nagar, LAM, GUNTUR-34.

T

This MOU is at-will and may be modified by mutual consent of authorized officials from Govt. College for Women (A), Guntur and Chalapati Institute of Pharmaceutical Sciences, Lam, Guntur. This MOU shall become effective upon signature by the authorized officials from the Govt. College for Women (A), Guntur and Chalapati Institute of Pharmaceutical Sciences, Lam, Guntur and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Govt. College for Women (A), Guntur and Chalapati Institute of Pharmaceutical Sciences, Lam, Guntur. This MOU shall end by the academic year 2019-20.

Contact Information:

Partner name :: Dr. Ch. Tulasi

Partner representative :: Department of Zoology

Position:: In charge of the Dept of Zoology

Address :: Govt. College for Women(A),

Guntur

Telephone:: 9000103952

E-mail :: anantha.tulasi@gmail.com

Tulen

Partner name :: Dr. Rama Rao Nadendla

Partner representative :: Department of

Pharmaceutics

Position:: Professor and Principal

Address :: Chalapati Institute of Pharmaceutical

Sciences, Lam, Guntur Telephone :: 9885968197

E-mail::

(Partner signature)

(Partner signature)

Date ::

Date :: 01 04 2017

| Principal

Govt. College for Women

Guntur

- PRINCIPAL

GOVT. COLLEGE FOR WOMEN

GUNTUR

College Seal

Chalapati Institute of Pharmaceutical Sciences,

Lam, Guntur

Chalapathi Institute of Pharmaceutical Sciences

(Autonomous)

Chalapathi Nagar, LAM, GUNTUR-34

College Seal

AMA GUITHEAM CO

PRINCIPAL DE JOH

MEMORANDUM OF UNDERSANDING BETWEEN CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, GUNTUR AND

M/S. DARWIN FORMULATIONS PVT.LTD. COLLOBORATION OF INDUSTRY-ACADEMIC INTERACTION

DARWIN FORMULATIONS PVT. LTD., having its Office at 54-18-37/4, All India Radio colony, Vijayawada-8, Andhra Pradesh, India. (hereinafter referred to as "DARWIN FORMULATIONS PVT. LTD.");

And

Chalapathi Institute of Pharmaceutical Sciences, Chalapathi Nagar, Lam, Guntur-522 034, Andhra Pradesh, India (hereinafter referred to as "Chalapathi Institute of Pharmaceutical Sciences");

WHEREAS:

Chalapathi Institute of Pharmaceutical Sciences DARWIN and FORMULATIONS PVT. LTD. believe that in order to explore the potential business relationship between Chalapathi Institute of Pharmaceutical Sciences and DARWIN FORMULATIONS PVT. LTD. with regard to formulation and analytical method development of the Active Pharmaceutical Ingredient, any of the parties herein may disclose certain Confidential Information to the other parties. For the purpose of this Agreement, the party (ies) disclosing Confidential Information will be referred to as the "Disclosing Party (ies)" and the parties that will receive the Confidential Information will be referred to as the "Receiving Party" Therefore, in consideration of the disclosure of the Confidential Information, DARWIN FORMULATIONS PVT. LTD. and Chalapathi Institute of Pharmaceutical Sciences agree as under:

- 1. Definition of Confidential Information. "Confidential Information" is define to mean and include:
 - (a) All information and know-how whether in written, electronic or visual form, relating to or developed by the Disclosing Party and pertaining to the subject of this Agreement including but not limited to manufacturing or production information, technical details and specifications, know-how, data, formulae, techniques, drawings, equipment, methods, designs, projected financials, any computer programs and software, frameworks, process details, business models, marketing programs and plans, sales data, financial information, marketing information, business methods, business policies and procedures, pricing policies, intellectual property details, any information relating to existing or proposed business arrangements involving the Disclosing Party or its affiliates, operating policies or manuals, financial records and any other financial, commercial, business or technical information relating to Disclosing Party or any of its affiliates; and
 - (b) All disclosures that any employee or representative of Disclosing Party designates as confidential, either orally or in writing, prior to its disclosure; Provided that any oral information must be described in reasonable detail in writing, identified as Confidential Information and transmitted to the Receiving Party within thirty (30) days of the date of oral disclosure to the Receiving Party, and
 - (c) Any information gleaned by the Receiving Party during its visit to the premises or place of business of the Disclosing Party; and
 - (d) The terms and conditions of this Agreement and the existence of the discussions between Disclosing Party and Receiving Party to which this Agreement pertains.

- 2. The parties hereby agree that the following shall not be considered confidential information subject to this agreement:
 - (a) Information which, prior to the time of disclosure, is in the public domain;
 - (b) Information which, after disclosure becomes part of the public domain by publication or otherwise, provided that such publication is not in violation of this Agreement or, to receiving party's knowledge, any other confidentiality agreement;
 - (c) Information that the receiving party lawfully received from a third party, provided however, that such third party was not obliged to hold such information in confidence;
 - (d) Information that was independently developed by the receiving party, without reference to any Confidential Information as established by appropriate documentation; and
 - (e) Information that the receiving party is compelled to disclose by a court or other tribunal of competent jurisdiction, provided however, that in such case the receiving party shall immediately give as much advance notice as feasible to the providing party so that the providing party may seek a protective order or other remedy from said court or tribunal. In any event, the receiving party shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court of tribunal.

- 3. The receiving party shall not use nor disclose to any third party Confidential Information for any purpose other than for the purpose set forth in this Agreement. The parties hereby agree to hold in strictest confidence any and all Confidential Information disclosed by one party to the other under the terms of this agreement and shall use such information solely for the purpose of evaluating a potential business relationship and if a business relationships consummated, carrying out such business relationship.
- 4. The receiving party will not disclose any such Confidential Information to any person other than to its employees, agents, consultants and officers that have a need to know such information to effectuate the purpose of this Agreement and that such employees, agents, consultants and officers shall be informed of this Confidentiality Agreement and shall be bound by at least as restrictive terms as those contained in this agreement.
- 5. Upon written request of this disclosing party, the receiving party shall return promptly to the disclosing party (or, at the receiving party's option, destroy) all Confidential Information furnished to it, including any copies thereof and notes, extracts, or derivative materials based thereon (Provide that if the receiving party so opts to destroy, the receiving party shall confirm such destruction in writing to the disclosing party); and until this Agreement is terminated or until the expiration of the confidentiality obligations set forth in this Agreement, shall keep confidential and not use in any way detrimental to the disclosing party any analyses, compilations, studies, or other documents which reflect any of the Confidential Information. Not with standing thee foregoing provision, the legal counsel of both parties may retain one copy of the Confidential Information in its confidential files solely for archival purposes.

- 6. Title to, and all rights emanating from the ownership of, all Confidential Information disclosed under this Agreement shall remain vested in the disclosing party. Nothing herein shall be construed as granting any license or option, in favor of the receiving party, in such Confidential Information under any patent, copy right and / or any other rights now or hereafter by the disclosing party in or as a result of such Confidential Information other than as specifically agreed upon by the parties.
- 7. Confidential Information shall remain subject to this Agreement for a period of Ten (10) years beyond the date of disclosure or generation of such confidential Information.
- 8. Thee execution and performance of this agreement does not obligate the parties to enter into any other agreement or to perform any obligations other than specified herein.
- 9. The receiving party agrees that the disclosure of Confidential Information to any third party without the express written consent of the disclosing party will cause irreparable harm to the disclosing party, and that any breach or threatened breach of this agreement by the receiving party will entitle the disclosing party to seek injunctive relief, in addition to any other legal remedies available to it, in the court of competent jurisdiction.
- 10. No failure or delay by the disclosing party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder.

- 11. The parties hereby agree that this Agreement represents the entire agreement between the parties with respect to the subject matter hereof and super cedes all prior and / or contemporaneous agreements and understandings between the parties with respect to the handling of Confidential Information, whether written, oral, visual, audio or in any other medium whatsoever. This Agreement shall be governed by the laws of Indian Government without reference to its conflict of laws rules. This Agreement may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both parties. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the enforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- 12. This agreement shall be binding on each party's successors and assignees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the day and year first above written.

DARWIN FORMULATIONS PVT. LTD.

CHALAPATHI INST. OF PHARM. SCIENCES

By

By

Name: Dr. D. Lakshmana Reddy

Name: Prof.Rama Rao Nadendla

Chalapathi Institute of Pharmaceutical Sciences
Chalapathi Nagar, LAM, GUNTUR-34

Title: Managing Director

Title : Principal cum Professor

Chalapathi Institute of Pharmaceutical Science

Chalapathi Nagar, LAM, GUNTUR-34.

(UNIVERSITY-INSTITUTION INTERACTION) MEMORANDUM OF UNDERSTANDING BETWEEN

KRISHNA UNIVERSITY, MACHILIPATNAM AND

CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, GUNTUR

FOR COLLOBORATION OF ACADEMIC / RESEARCH INTERACTION

In accordance with the mutual desire to promote cooperation between Krishna University, Machilipatnam and Chalapathi Institute of Pharmaceutical Sciences, Lam, Guntur, both the University and Institution enter into this formal statement of collaboration in the form of Memorandum of Understanding (MOU) for the purpose of Academic / Research interaction.

Both the institutions have found it mutually beneficial to explore cooperative activities for the following purposes:

- 1. Collaboration in Research activities between Chalapathi Institute Pharmaceutical Sciences and Krishna University, Machilipatnam.
- 2. Exchange of Professionals/Faculty members visits between Krishna University, Machilipatnam and Chalapathi Institute of Pharmaceutical Sciences, Guntur.
- 3. Organization of Joint Seminars/Training Programmes/Meetings.
- 4. Extra Mural Research facility to the faculty members of Chalapathi Institute of Pharmaceutical Sciences.

It is understood that the details of joint activities/conditions for utilization of results achieved, arrangements for specific visits, exchange and all other form of cooperation will be handled on mutually agreeable terms for each specific case.

Sri Y.V.Anjaneyulu

President

Chalapathi Educational Society

Lam, Guntur

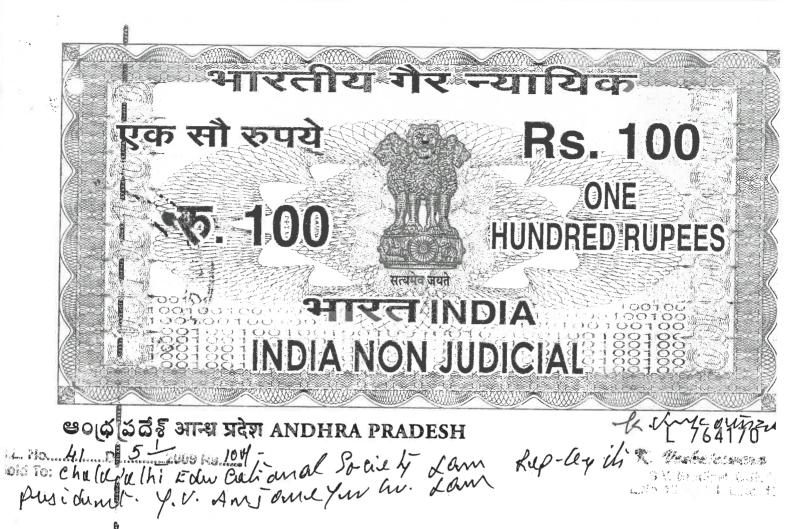
Dr. Y.Kishore

Registrar

Krishna University Machilipatnam,

Chalapathi Institute of Pharmaceutical Sciences

Chalapathi Nagar, LAM, GUNTUR-34.



MEMORANDUM OF UNDERSTANDING
BETWEEN
CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, GUNTUR

GOVERNMENT GENERAL HOSPITAL, GUNTUR
COLLABORATION OF PROFESSIONAL -ACADEMIC INTERACTION
(CLINICAL INTERNSHIP/HOSPITAL PRACTICES)

In accordance with the Mutual Desire to promote co-operation as per G.O.M.S.NO.398 dated 15-11-2008, Health, Medical and Family Welfare(E1) Department of Government of Andhra Pradesh, between CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES (Sponsored by Chalapathi Chalapathi Nagar, Lam, Guntur-522 034 and Educational Society), GOVERNMENT **GENERAL** HOSPITAL, **GUNTUR** (1177 TEACHING HOSPITAL) enter into this formal statement of collaboration in the form of Memorandum of Understanding (M.O.U.) for the purpose of residency training/internship of Pharm.D and Pharm.D (Post Baccalaureate) students of Chalapathi Institute of Pharmaceutical Sciences, Chalapathi Nagar, Lam, Guntur-522034, with the following specific objectives.

SUPERINTENDENT

GOVERNMENT GENERAL HOSPITAL
Guntur

Chalapathi Institute of Pharmaceutical Sciences

CHALAPATHI EDUCATIONAL SOCIETY

D. No: 8-67-70/7/A, 1st Line,
Chandremoull Neger, GUNTUR-522 007

Chalapathi Institute of Pharmaceutical Sciences
(Autonomous)
Chalapathi Nagar, LAM, GUNTUR-34.

No. of Street, No.

Mes

- 01. To Provide patient care in cooperation with patients, and other members of an inter professional health care team based upon sound therapeutic principles and evidence-based data, taking into account relevant legal, ethical, social cultural, economic, and professional issues, emerging technologies, and evolving biomedical, pharmaceutical, social/behavioral/ administrative, and clinical sciences that may have an impact on therapeutic outcomes.
- 02. To Manage and use resources of the health care system, in cooperation with patients, prescribes, other health care providers, and administrative and supportive personnel, to promote health; to provide, assess, and coordinate safe, accurate, and time-sensitive medication distribution; and to improve therapeutic outcomes of medication use.

03. To Promote health improvement, wellbeing, and disease prevention in cooperation with patients, communities and other members of an inter professional team of health care providers.

04. To demonstrate skills in monitoring of the National Health Programme and schemes oriented to provide preventive and primitive health care services to the community.

05. To develop leadership qualities to function effectively as a member of the health team organized to deliver the health and family welfare service in existing socio-economic, political and cultural environment.

06. To Communicate effectively with patient and the community

Both the institutions have found it mutually beneficial to explore cooperative activities for the following purposes.

O1. To provide Internship/residency training in GOVERNMENT GENERAL HOSPITAL, GUNTUR, (1177 BEDDED TEACHING HOSPITAL) for 30 Students of Pharm-D and 10 students Pharm-D (Post Baccalaureate) Programmes of CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, Chalapathi Nagar, Lam, Guntur-522 034 during the course, by posting the students in clinical specialty units like Surgery, Pediatrics, Gynecology and Obstetrics, Psychiatry, DVL and Orthopedics including General Medicine Department.

02. To provide Pharmacy practice in the department of Pharmacy for 30 students of Pharm-D and 10 students of Pharm-D (Post Baccalaureate) Programmes of Chalapathi Institute of Pharmaceutical Sciences in **GOVERNMENT GENERAL HOSPITAL**, **GUNTUR** with a

minimum carpet area of 30 sq.ft. per student.

SUPERINTENDENT
GOVERNMENT GENERAL HOSPITAL
Guntur

30/12/06

Chalapathi Institute of Pharmaceutical Sciences
Guntur

CHALAPATHI EDUCATIONAL SOCIETY D. No: 5-87-79/7/A, 1st Line, Chandremouli Neger, GUNTUR- 522 007

July, 2019

Memorandum of Understanding (MoU)

Between

Chalapathi Institute of Pharmaceutical Sciences & Rubicon Skill Development Pvt. Ltd.

For Training students on Rubicon's Campus to Corporate Program

This Memorandum of Understanding is made at Pune on 1st day of July 2019 Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh. Hereinafter referred to as "THE COLLEGE" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

Rubicon Skill Development Private Limited a Company incorporated and registered under the Companies Act, 2013, having its Corporate office at 801, 8th Floor, Tower 1, World Trade Centre, Pune - 411014, Maharashtra, hereinafter referred to as "Rubicon" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.

1. Introduction

evelopme

THE COLLEGE has decided to partner with RUBICON for the conduct of Tomorrow's Foundation Connect with Work Program (hereinafter referred to as "Training Program") at THE COLLEGE.

2. THE COLLEGE Responsibilities:

- 2.1. Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Programme.
- 2.2. Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct the Training Program.

- 2.3. Shall provide all the support services and facilities to RUBICON during the conduct of the said Training Program. Adequate power backup through UPS and DG supplies during the training sessions
- 2.4. Shall coordinate with RUBICON and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by RUBICON, as per schedule communicated by RUBICON.
- 2.5. Provide lodging, wherever available, as per the standards of RUBICON for faculty conducting the Training Programme for the total duration of the Training Programme plus two days (one day prior and one day after closure). The lodging so planned to be provided should be with Independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.
- 2.6. Shall share the details of students in a prescribed format to ensure that there is no duplication of beneficiaries
- 2.7. This is a multi-year program to create social impact. The college shall share few details to assess the impact of the program. For e.g. Placement details of trained students will be required to assess the impact of the program from one year to another year.

3. Rubicon Responsibilities:

- 3.2. Will provide suitable faculties for the training exclusive for classroom training

3.3. Will conduct assessment of its own and also arrange external assessment as required.

A section of the sect

Other Terms & Conditions:

The following are other terms and conditions of engagement:

- 4.1. Batch Size: The batch size would need to be a min/ max of 35-40.
- 4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program
- 4.3. Pre-assessment & Selection: RUBICON may carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with RUBICON.

4.4. Programme schedule:

- 4.4.1. Training Program scheduled commencement date 8th to 10th 7W4-2019
- 4.4.2. Scheduled Completion Date: and will be completed by not later than

4.5. Commercials:

4.5.1. <u>Training Fees</u>: The training Fees is as follows,

Since this is a CSR funded Program there is no fee payable by THE COLLEGE for this Training Program

4.5.2. Payment Terms Not Applicable

- 1 - 4 to 5 43 a

4.6. Certification:

Students who are successful in the assessment conducted by RUBICON shall be awarded a certificate post completion of the training program.

4.7. Term of engagement:



Chalapathi Nagar, LAM, GUNTUR-34.



This MoU is valid from the date of sign off by both parties for a period of Two years, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Limitations and Warranties:

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

4.9. Termination:

- 4.9.1. Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.
- 4.9.2. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programmes, which would be without any hindrance and would be progressed for completion.

General Terms:

- Both the parties may receive information proprietary to other party (the Confidential Information) in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.
- 5.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party

will have all rights, titles and interests therein.

CANADA SE

- 5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other.
- 5.4. Each party shall be at liberty to terminate this MOU with a written notice period of three (3) month to the other party without any compensation and seeking legal redress.

6. Jurisdiction:

In the event of any litigation, the court of jurisdiction shall be Pune.

7. Indemnification

Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

Any claim, compensation, case initiated by any student against Aricent in relation to the Training Program due to any acts or omissions of COLLEGE and/or RUBICON shall be defended and contested by the COLLEGE and RUBICON at their sole expenses and cost keeping Aricent indemnified from the same.

8. Limitation of Liability:

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

9. Notices:

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

10. Intellectual Property Rights

- 10.1. RUBICON explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the THE COLLEGE has no rights to use the content and mode of delivery for any other purpose.
- 10.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
- 10.3. Upon expiration of this MoU, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.

11. Force Majeure:

- 11.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.



IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-

Party of the First Part

For- Chalapathi Institute of Pharmaceutical Sciences

Stamp of the Party

Signature of Authorised

Signatory:

Name of Authorised Signatory

Designation:

Chalapathi Institute of Pharmackine apsciences (Autonomous)
Chalapathi Nagar, LAM, GUNTUR-34.

Witness

Signature of Witness

Name of Witness

Party of the Second Part Stamp of the Party:

Signature of Authorised Signatory:

Name of Authorised Signatory Berrynes S.

Designation

Pravir Kumar

For Rubicon Skill Development Pvt. Ltd.

Chief Executive Officer

Witness

Signature

of

Witness

Name of the Witness

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") has been agreed, made and executed on this 12 th day of Tuly, 202 ("Execution Date")

Between

HEARTFULNESS EDUCATION TRUST, a registered trust having its registered office at no. 40-15-9/12, Nandamuri Road, Venkateswarapuram Post Office, Vijayawada – 520010, Andhra Pradesh, India(hereinafter referred to as "**HET**", which expression shall unless repugnant to the context and meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns);

And

CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES(CLPT) is established by Chalapathi Educational society, which has been imparting high quality Pharmacy Education and Research since 2004. The institute has been offering four years bachelor's degree in Pharmacy (B.Pharmacy), two years Postgraduate Degree in Pharmacy (M.Pharmacy) in 05 specialisations, six years of Doctor of Pharmacy (Pharm.D), three years Post Baccalaureate course (Pharm.D-Post Baccalaureate) and Doctor of Philosophy (PhD) in Pharmacy. CLPT is permanently affiliated to Acharya Nagarjuna University recognized by UGC under section 2(f) and 12B and Department of Science and Industrial Research for research activities. The Institute is accredited by NAAC with "A" grade (excellent) and secured 3.16 CGPA on 4 scale and also

The campus is located in Chalapathi Nagar, Lam, Guntur, Andhra Pradesh.

certified by UGC from 2016-2017.

(HET and CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES shall herein after be collectively referred to as the "Parties" and individually referred to as "Party" in this MOU)

WHEREAS:

i) **HET** is a public charitable trust registered under the Indian Trust Act, 1882

inter alia with an objective to impart Heartfulness approach to various wellness programmes including relaxation, meditation, values based educational programmes for schools, colleges, government organizations, corporate etc., made available to all who are willingly interested in individual development and wellbeing. HET is also engaged in conducting various Teachers' training programmes in collaboration with Certain State Governments/ Education Institutions.

- ii) **HET** through its Heartfulness initiatives offer a way for balanced living through various meditation techniques. These simple and effective techniques gradually imbibe feelings of discipline, empathy, brotherhood, leading to mental, spiritual, and psychological well-being, helping an individual to transform not only inwardly but also his/ her attitudes, and dealings with society at large.
- chalapathi institute of pharmaceutical sciences, and pradesh intends to procure training and experiential learning services provided by HET on the terms agreed to herein, in order to stimulate and facilitate the development of programmes/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, HET and CLPT in support of their interest in the field of education are desirous of promoting mutual cooperation by organizing and conducting educational workshops for mental, spiritual and psychological well-being of its students, and desire to extend the basis for friendly and cooperative collaboration by way of this MOU.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES

1.1. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh desires to create a precedent by offering suitable and pertinent learning and offerings to its students so as to enable them to lead their lives with purpose and be of help to the society at large. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh has represented that it is a leading university that offers high quality education and its priority is to provide its students values, inner development enabling them to perform better in their education& be leaders in nation building. It seeks to provide

its students basic life skills to manage challenges in their relationships, avoid intoxicating abuses digital dependence and deal with stress of

modern life. It aims to enable their students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfilment. This will directly enhance their academic and work performance and create a harmonious environment within **Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh**.

- 1.2. HET has agreed to be helpful in such mission through its offerings as listed out in Schedule 1 ("Offerings"). [HET may also conduct a thorough teacher and administrative staff training program in Heartfulness approach for their inner development so as to enable them to encourage students in this program].
- 1.3. Both the Parties, hereby express their commitment to collaborate with each other to conduct (i) educational, (ii) Heartfulness relaxation, meditation and (iii) other connected wellness workshops to help students teachers to regulate their minds, moderate their tendencies, increase their concentration, sharpen the use of their will, introspect and self-analyse and accept people and situations in general. Through such workshops and Offerings of HET, they intend to help the students to improve their learning skills and behaviour, and inculcate humility, emotional maturity, confidence, stress management, self-awareness and most importantly, develop a sense of purpose towards life.

2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator ("Facilitators") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the purpose and objectives envisioned under this MOU.

3. RESOURCES

3.1. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HET, by a establishing a (i) heartfulness corner in their library, and (ii) meditation practice room, and

by providing such audio visual equipment and other facilities as shall be

required for conduct of the workshops and/or programmes with respect to the Offerings.

- 3.2. **HET** shall nominate such teachers, trainers and support staff as it deems necessary for conducting and providing training to participants at these workshops and programs pursuant to this MOU.
- 3.3. HET shall provide support to orient National Institute of Technology Andhra Pradesh's teachers to conduct the sessions as advised by HET for the students at Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh and shall provide such external support as required. Through these Offerings HET will make students at Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh understand values and their role in improving the quality of their life and enable them to impart spiritual training as an extended activity in its institutions as and when feasible.
- 3.4. The Parties agree to distribute reading materials/ promotional/ literature to the participants, through any means including but not limited to audio and/or video recordings, books and magazines as deemed fit by HET. HET shall share the content of such reading materials, literature, video recordings and other such material with Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh, before distributing the same to the participants.
- 3.5. The Parties further agree that at **HET's** discretion, they shall set up stalls at the program venue to distribute promotional items including but not limited to clothing, apparel, mementoes, brochures, other merchandise and/or articles and details of the programme etc.
- 3.6. The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by **HET** which will be adhered to by **HET** during the term of this MOU.
 - 4. OTHER OBLIGATIONS OF CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, ANDHRA PRADESH
- 4.1. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh shall extensively promote HET Offerings so that greater populace of students in National Institute of Technology Andhra Pradesh shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a

COUNTRY SA

value-based model of education, **Chalapathi Institute of Pharmaceutical Sciences**, **Andhra Pradesh** may make all or any part of the Offerings, as applicable, a part of their curriculum for the students on a mutually agreed basis between the Parties.

4.2. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh shall:

- i) Take initiatives such that its students shall attend the sessions conducted by **HET** with an objective to help them develop ideal value systems within to make them global citizens;
- ii) Facilitate students to integrate and imbibe such values into their lives and education;
- iii) Jointly conduct surveys at regular interviews to find the effectiveness of the programs conducted pursuant to this MOU;
- iv)Encourage its students, faculty, staff and administration to share written, audio and/or video testimonials with respect to any training programs, workshops or seminars conducted by **HET**;

5. FINANCIAL UNDERSTANDING

- 5.1. HET shall provide its services with respect to Heartfulness meditation practices on free of charge basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited training programs, workshops and faculty shall be on a charged in the following manner. Chalapathi Institute of Pharmaceutical Sciences Andhra Pradesh shall bear the expenses:
 - i) Relating to the Offerings in terms of material, recommended readings, library heartfulness corner, meditation room(s) to be used by students and teachers at Chalapathi Institute of Pharmaceutical Sciences Andhra Pradesh shall be borne by Chalapathi Institute of Pharmaceutical Sciences Andhra Pradesh and the same would be set up as per the recommendations made by HET.

ii) for training programs for faculty and students organised at HET centres, wherein an appropriate per diem expense would be undertaken

Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh for boarding and lodging of the participants.

5.2. Logistic:

Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh shall reimburse all expenses with respect to (i) all actual to and from travel expenses, including but not limited to train, bus, flight and taxi, borne by all the HET trainers and special guests who are invited to Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh for conducting sessions/programs, (ii) food and (iii) other miscellaneous expense shall be reimbursed. Chalapathi Institute of Pharmaceutical Sciences Andhra Pradesh shall provide accommodation facilities to such trainers and special guests. HET shall provide such guidelines as necessary.

6. TERM

- 6.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of **Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh** or such other premises as may be mutually agreed upon in writing.
- 6.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of one year thereafter.
- 6.3. This MOU shall terminate after completion of the term of one year from the Execution Date, without any financial obligations of Parties, except for any pending reimbursements and costs as provided herein.
- 6.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.
- 6.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.
- 6.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.

7. ASSIGNMENT



This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

8. INTELLECTUAL PROPERTY

- 8.1. Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.
- 8.2. All intellectual property rights including all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect ("IPR") with respect to(a) "Heartfulness", "Heartfulness Relaxation", (c) "Heartfulness Meditation", "Heartfulness Cleaning", their techniques and/or connected procedures therein and (d) the title and content/modules or any other information shared with Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh, it's staff, students and teachers, as the case may be, as part of the Offerings of HET, and (e) other trademarks belonging to HET or of those of its associates, (collectively referred to as "Heartfulness IP") as and when used by HET under license shall always vest with HET or its associates, as applicable. HET reserves the right to use the same internally or externally at its sole discretion.
- 8.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh shall only use such Heartfulness IP or any part thereof, in the manner and form previously approved in writing by HET and in coordination with and assistance of HET authorized representatives.

- 8.4. HET reserves the right to modify, change or improve such Heartfulness IP in the manner it deems fit and implement such changed versions of Heartfulness IP or wellness techniques at anytime during the term of this MOU.
 - 8.5. The Parties agrees that all ownership rights in any and all testimonials submitted in accordance with Clause 4.2 (iv) above shall vest with **HET**.

9. INDEMNITY

- 9.1. Except for cost reimbursements, the services provided by HET's with respect to the Offerings are on a mutual basis and free of cost. Only willing participants for their own wellbeing / self-development are required to participate. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh may for development of its students make the HET programs, modules and/or workshops as part of its curriculum. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability to anybody who participates and therefore no damage can arise there from. No indemnity is therefore provided herein. The Parties agree that that HET programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.
- 9.2. In the event Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh breaches the terms of Clause 8 (intellectual property) of this MOU, HET shall be entitled to seek specific performance against the Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh for performance of its obligations under Clause 8 (intellectual property) of this MOU in addition to any and all other legal or equitable remedies available to it.

10. GOVERNING LAW, JURISDICTION & ARBITRATION

10.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. In case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within [• days], failing which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be

English and place of arbitration shall be [Vijayawada, Andhra Pradesh]. 10.2.

Subject to the arbitration Clause 10.1 above, the courts of competent

jurisdiction at [Vijayawada] shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

11. MISCELLANEOUS

- i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.
- ii) This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.
- ii) This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement.
- iv) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.
- vi) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.

vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between HET and Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any

way. It is on principle to principle basis.

IN WITNESS WHERE OF the Parties here to have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For

HEARTFULNESS EDUCATION TRUST

SRI S.RAMAKOTESHWAR RAO rkrsunkara@gmail.com GUNTUR DISTRICT, A.P.

ZONAL COORDINATOR

Date: 12/07/21

For

Chalapathi Institute of Pharmaceutical Sciences Andhra **Pradesh**

(Autonomous)
Charapathi Nagar, LAM, GUNTUR-34.

Witnesses:

2) P. Behnuprakash or kasal (Asst. professor)

Chalapathi Institute of Pharmaceutical Sciences (Autonomeus)

Chalapathi Nagar, LAM, GUNTUR-34.

SCHEDULE-1 Scope of Work

Heartfulness Education Trust (HET) shall offer the following programs specifically developed for specific needs of the University:

- 1. Staff Training: HET shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of the Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh institutions at its campus. Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh may at its sole discretion make it compulsory for their faculty/staff. Initially, this would be a three-day program to introduce the Heartfulness Meditation Practice and how it can be integrated into best education practices. This wellness program can also be offered at Kanha Shanti Vanam, the world headquarters of Heartfulness located near chegur village, RangaReddy district with a residential programme facility on mutually agreed basis.
- 2. In-depth Faculty Training on Heartfulness Curricula: Following initial introduction, interested faculty would be provided a longer duration indepth teacher training program to further enhance and develop the Heartfulness tools and Curricula. This program would be developed suitably by Heartfulness Education Trust and made available at Kanha Shanti Vanam / Heartfulness centres or on Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh campus on an ongoing basis on agreed intervals during the term of this MOU.
- 3. HELM (Heartfulness Enabled Leadership Mastery) curriculum for students: HET shall choose a college on Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh campus to begin an in-depth training for students. This would cover a [3 day] induction program and a [16-week] life-skills course which will be followed by subsequent foundational leadership programs such as 'Discover', 'Develop', 'Deepen', 'Dedicate' etc which can be included as credit courses. These are core Heartfulness programs conducted by certified Heartfulness trainers which will be experiential sessions of 60-90 minutes for each student group.
 - 4. **Internships for students:** Faculty offering 'Heartful Electives' can design projects that aim to integrate ethical and contemplative aspects into particular student projects.

5. Leadership Conclave/Roundtable on Heartfulness Leaderships: HET shall conduct a 3-day workshop for the senior management of Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh, including to limited to the vice-chancellors, registrars of Chalapathi Institute of

Pharmaceutical Sciences, Andhra Pradesh to shine some light on the relationship between meditation and education.

- 6. H.E.A.R.T: HET shall conduct a workshop for the faculty at Chalapathi Institute of Pharmaceutical Sciences Andhra Pradesh, to inspire them to teach in a reflective manner and also to help them integrate meditative aspects to their course design.
- 7. Heartfulness Meditation Workshop: HET shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at Chalapathi Institute of Pharmaceutical Sciences, Andhra Pradesh through a 3-day experiential workshop.
- 8. Inner Well Being Workshop: HET shall introduce the experience of Heartfulness Meditation to counsellors and/or peer counsellors and provide them with techniques to help students handle situation in a calmer manner, through a 3-day workshop.

Chalapathi Institute of Pharmaceutical Sciences

Chalapathi Nagar, LAM, GUNTUR-34.



CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES GUNTUR. A.P. INDIA

Market Access Solutions LLC

575 Rt 28, Suite 2200 Raritan, NJ 08869, USA mktxs

MEMORANDUM OF UNDERSTANDING / COLLABORATION BETWEEN CHALAPATHI INSTITUTE OF SCIENCES, GUNTUR IN, AND MARKET ACCESS SOLUTIONS LLC (MKTXS), RARITAN, USA.

Objective:

Market Access Solutions LLC (MKTXS), USA assents to establish Memorandum of Understanding / Collaboration for Internship and Placements with Chalapathi Institute of Pharmaceutical Sciences, India.

We, Market Access Solutions LLC (MKTXS) agrees to hereby establish a Memorandum of Understanding with Chalapathi Institute of Pharmaceutical Sciences (CLPT), India - with regard to an Internship program, facilitating the organization acceptance of CLPT students as interns and thereafter providing Placements. We hope this co-operation would be a major benefit to the student community to enhance their skills and knowledge in Market Access. We also believe that this internship and exposure provided to the students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Students should work / inter for Market Access Solutions LLC (MKTXS) for minimum two years.

We plan to visit the campus in the near future and interact with the Management, Faculty and Students. Hope we have a good collaboration.

Prof. RAMARAO NADENDLA

Principal

Chalapathi Institute of Pharmaceutical Sciences,

Chalapathi Nagar, Lam,

Guntur- 522 034. Andhra Pradesh

www.chalapathipharmacy.in

Phone: 0863-2524124

Cell: +919440988864

PRINCIPAL
Chalapathi Institute of Pharmaceutical Sciences
(Autonomous)

Chalapathi Nagar, LAM, GUNTUR-34,

Mr. SANDIP SHAH

President & CEO

Market Access Solutions LLC (MKTXS),

575 Route 28, Building 2 Suite 2200,

Raritan NJ 08869, USA.

http://www.mktxs.com

Phone: +1908-864-4090 Cell: +1908-391-3398

Chalapathi Institute of Pharmaceutical Science (Autonomous)

Chalapathi Nagar, LAM, GUNTUR



ANI Generics Private Limited

Plot No. 127, Shivlok Complex, IDA Jeedimetla, Phase V (extn.), Doolapally Road, Hyderabad-500 100. T.S. India. Tel: +91-40-2988 3999 || Email: marketing@anigenerics.com || www.anigenerics.com

MEMORANDUM OF UNDERSANDING BETWEEN

CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, **GUNTUR**

AND

M/S. ANI Generics Private Limited

COLLOBORATION OF INDUSTRY-ACADEMIC INTERACTION

In accordance with the mutual desire to promote cooperation between the institute CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, Guntur and the Company M/S. ANI Generics Private Limited enter into this formal statement of collaboration in the form of Memorandum of Understanding (M.O.U.) for the purpose of Academic and Professional exchanges.

Both the institutions have found it mutually beneficial to explore co-operative activities for the following purposes.

- 1. Training of B.Pharmacy students every year for a period of one month at ANI Generics Private Limited by assignment of short term Research Projects.
- 2. Collaboration in Research activities between Industry and Institute.
- 3. Exchange of visits between Chalapathi Institute of Pharmaceutical Sciences and ANI Generics Private Limited. Professionals /Faculty Members of the institute to their counter part and place.
- 4. Organization of joint Seminars/Training Programmes/Meetings.
- 5. Placement of B.Pharmacy/M.Pharmacy students whenever it is possible.

It is understood that the details of joint activities/conditions for the utilization of results achieved, arrangements for specific visits, exchange and all other form of co-operation will be handled on mutually agreeable terms for each specific case.

Dr. Kama Rao Na

Principal

Chalapathi Inst. of Pharm. Sciences,

Lam, Guntur

Dr.Md.Bala Pasha.

Director.

ANI Generics Private Limited

Hyderabad



MEMORANDUM OF UNDERSANDING BETWEEN

CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, GUNTUR AND

M/S. INTERNATIONAL HEALTH CARE LIMITED COLLOBORATION OF INDUSTRY-ACADEMIC INTERACTION

International Health Care Limited, having its Office at 40-9-60, Kohinoor Apartments, Kalanagar, Benz Circle, Vijayawada, Andhra Pradesh. (hereinafter referred to as "INTERNATIONAL HEALTH CARE LIMITED");

And

Chalapathi Institute of Pharmaceutical Sciences, Chalapathi Nagar, Lam, Guntur-522 034, Andhra Pradesh, India (hereinafter referred to as "Chalapathi Institute of Pharmaceutical Sciences");

WHEREAS:

Chalapathi Institute of Pharmaceutical Sciences and INTERNATIONAL HEALTH CARE LIMITED believe that in order to explore the potential business relationship between Chalapathi Institute of Pharmaceutical Sciences and INTERNATIONAL HEALTH CARE LIMITED with regard to formulation and analytical method development of the Active Pharmaceutical Ingredient, any of the parties herein may disclose certain Confidential Information to the other parties. For the purpose of this Agreement, the party(ies) disclosing Confidential Information will be referred to as the "Disclosing Party(ies)" and the parties that will receive the Confidential Information will be referred to as the "Receiving Party" Therefore, in of the disclosure of the Confidential Information, INTERNATIONAL HEALTH CARE LIMITED and Chalapathi Institute of Pharmaceutical Sciences agree as under:

- 1. Definition of Confidential Information. "Confidential Information" is define to mean and include:
 - (a) All information and know-how whether in written, electronic or visual form, relating to or developed by the Disclosing Party and pertaining to the subject of this Agreement including but not limited to manufacturing or production information, technical details and specifications, know-how, data, formulae, techniques, drawings, equipment, methods, designs, projected financials, any computer programs and software, frameworks, process details, business models, marketing programs and plans, sales data, financial information, marketing information, business methods, business policies and procedures, pricing policies, intellectual property details, any information relating to existing or proposed business arrangements involving the Disclosing Party or its affiliates, operating policies or manuals, financial records and any other financial, commercial, business or technical information relating to Disclosing Party or any of its affiliates; and
 - (b) All disclosures that any employee or representative of Disclosing Party designates as confidential, either orally or in writing, prior to its disclosure; Provided that any oral information must be described in reasonable detail in writing, identified as Confidential Information and transmitted to the Receiving Party within thirty (30) days of the date of oral disclosure to the Receiving Party, and
 - (c) Any information gleaned by the Receiving Party during its visit to the premises or place of business of the Disclosing Party; and

- (d) The terms and conditions of this Agreement and the existence of the discussions between Disclosing Party and Receiving Party to which this Agreement pertains.
- 2. The parties hereby agree that the following shall not be considered confidential information subject to this agreement:
 - (a) Information which, prior to the time of disclosure, is in the public domain;
 - (b) Information which, after disclosure becomes part of the public domain by publication or otherwise, provided that such publication is not in violation of this Agreement or, to receiving party's knowledge, any other confidentiality agreement;
 - (c) Information that the receiving party lawfully received from a third party, provided however, that such third party was not obliged to hold such information in confidence;
 - (d) Information that was independently developed by the receiving party, Without reference to any Confidential Information as established by appropriate documentation; and
 - (e) Information that the receiving party is compelled to disclose by a court or other tribunal of competent jurisdiction, provided however, that in such case the receiving party shall immediately give as much advance notice as feasible to the providing party so that the providing party may seek a protective order or other remedy from said court or tribunal. In any event, the receiving party shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court of tribunal.

- 3. The receiving party shall not use nor disclose to any third party Confidential Information for any purpose other that for the purpose set forth in this Agreement. The parties hereby agree to hold in strictest confidence any and all Confidential Information disclosed by one party to the other under the terms of this agreement and shall use such information solely for the purpose of evaluating a potential business relationship and if a business relationships consummated, carrying out such business relationship.
- 4. The receiving party will not disclose any such Confidential Information to any person other than to its employees, agents, consultants and officers that have a need to know such information to effectuate the purpose of this Agreement and that such employees, agents, consultants and officers shall be informed of this Confidentiality Agreement and shall be bound by at least as restrictive terms as those contained in this agreement.
- Upon written request of this disclosing party, the receiving party shall 5. return promptly to the disclosing party (or, at the receiving party's option, destroy) all Confidential Information furnished to it, including any copies thereof and notes, extracts, or derivative materials based thereon (Provide that if the receiving party so opts to destroy, the receiving party shall confirm such destruction in writing to the disclosing party); and until this Agreement is terminated or until the expiration of the confidentiality obligations set forth in this Agreement, shall keep confidential and not use in any way detrimental to the disclosing party any analyses, compilations, studies, or other documents which reflect any of the Confidential Information. Not with standing thee foregoing provision, the legal counsel of both parties may retain one copy of the Confidential Information in its confidential files solely for archival purposes.

- 6. Title to, and all rights emanating form the ownership of, all Confidential Information disclosed Under this Agreement shall remain vested in the disclosing party. Nothing herein shall be construed as granting any license or option, in favor of the receiving party, in such Confidential Information under any patent, copy right and / or any other rights now or hereafter by the disclosing party in or as a result of such Confidential Information other than as specifically agreed upon by the parties.
- 7. Confidential Information shall remain subject to this Agreement for a period of Ten (10) years beyond the date of disclosure or generation of such confidential Information.
- 8. Thee execution and performance of this agreement does not obligate the parties to enter into any other agreement or to perform any obligations other than specified herein.
- 9. The receiving party agrees that the disclosure of Confidential Information to any third party without the express written consent of the disclosing party will cause irreparable harm to the disclosing party, and that any breach or threatened breach of this agreement by the receiving party will entitle the disclosing party to seek injunctive relief, in addition to any other legal remedies available to it, in the court of competent jurisdiction.
- 10. No failure or delay by the disclosing party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder.

- 11. The parties hereby agree that this Agreement represents the entire agreement between the parties with respect to the subject matter hereof and super cedes all prior and / or contemporaneous agreements and understandings between the parties with respect to the handling of Confidential Information, whether written, oral, visual, audio or in any other medium whatsoever. This Agreement shall be governed by the laws of Indian Government with out reference to its conflict of laws rules. This Agreement may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both parties. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the enforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- This agreement shall be binding on each party's successors and 12. assignees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the day and year first above written.

International Health Care Limited Chalapathi Inst. of Pharm. Sciences

By

Name: Dr.Seshaiah V.Pamulapati

Managing Director

Chalapathi Institute of Pharmaceutical Sciences Name: Chalagathi Nagar, LAM, GUNTUR-34

Title: Chairman & Managing Director

Title: Principal cum Professor

Chalapathi Nagar, LAM, GUNTUR-34.

MEMORANDUM OF UNDERSANDING BETWEEN

CHALAPATHI INSTITUTE OF PHARMACEUTICAL SCIENCES, GUNTUR

M/S. Arsvil Research Laboratories COLLOBORATION OF INDUSTRY-ACADEMIC INTERACTION

Arsvil Research Laboratories, having its Office at 11 - 33 - 3/2, Thatakulavari street, post box no 183, Vijayawada, Andhra Pradesh. (hereinafter referred to as "ARSVIL RESEARCH LABORATORIES");

And

Chalapathi Institute of Pharmaceutical Sciences, Chalapathi Nagar, Lam, Guntur-522 034, Andhra Pradesh, India (hereinafter referred to as "Chalapathi Institute of Pharmaceutical Sciences");

WHEREAS:

Chalapathi Institute of Pharmaceutical Sciences and ARSVIL RESEARCH LABORATORIES believe that in order to explore the potential business relationship between Chalapathi Institute of Pharmaceutical Sciences and ARSVIL RESEARCH LABORATORIES with regard to formulation and analytical method development of the Active Pharmaceutical Ingredient, any of the parties herein may disclose certain Confidential Information to the other parties. For the purpose of this Agreement, the party(ies) disclosing Confidential Information will be referred to as the "Disclosing Party(ies)" and the parties that will receive the Confidential Information will be referred to as the "Receiving Party" Therefore, in consideration of the disclosure of the Confidential Information, ARSVIL RESEARCH LABORATORIES and Chalapathi Institute of Pharmaceutical Sciences agree as under:



- 1. Definition of Confidential Information. "Confidential Information" is define to mean and include:
 - All information and know-how whether in written, electronic or (a) visual form, relating to or developed by the Disclosing Party and pertaining to the subject of this Agreement including but not limited to manufacturing or production information, technical details and specifications, know-how, data, formulae, techniques, drawings, equipment, methods, designs, projected financials, programs and software, frameworks, process any computer details, business models, marketing programs and plans, sales data, financial information, marketing information, business methods, business policies and procedures, pricing policies, intellectual property details, any information relating to existing or proposed business arrangements involving the Disclosing Party or its affiliates, operating policies or manuals, financial records and any other financial, commercial, business or technical information relating to Disclosing Party or any of its affiliates; and
 - (b) All disclosures that any employee or representative of Disclosing Party designates as confidential, either orally or in writing, prior to its disclosure; Provided that any oral information must be described in reasonable detail in writing, identified as Confidential Information and transmitted to the Receiving Party within thirty (30) days of the date of oral disclosure to the Receiving Party, and
 - (c) Any information gleaned by the Receiving Party during its visit to the premises or place of business of the Disclosing Party; and
 - (d) The terms and conditions of this Agreement and the existence of the discussions between Disclosing Party and Receiving Party to which this Agreement pertains.

- 2. The parties hereby agree that the following shall not be considered confidential information subject to this agreement:
 - (a) Information which, prior to the time of disclosure, is in the public domain;
 - (b) Information which, after disclosure becomes part of the public domain by publication or otherwise, provided that such publication is not in violation of this Agreement or, to receiving party's knowledge, any other confidentiality agreement;
 - (c) Information that the receiving party lawfully received from a third party, provided however, that such third party was not obliged to hold such information in confidence;
 - (d) Information that was independently developed by the receiving party, Without reference to any Confidential Information as established by appropriate documentation; and
 - (e) Information that the receiving party is compelled to disclose by a court or other tribunal of competent jurisdiction, provided however, that in such case the receiving party shall immediately give as much advance notice as feasible to the providing party so that the providing party may seek a protective order or other remedy from said court or tribunal. In any event, the receiving party shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court of tribunal.

JAMA JAMA STANDARD ST

- 3. The receiving party shall not use nor disclose to any third party Confidential Information for any purpose other that for the purpose set forth in this Agreement. The parties hereby agree to hold in strictest confidence any and all Confidential Information disclosed by one party to the other under the terms of this agreement and shall use such information solely for the purpose of evaluating a potential business relationship and if a business relationships consummated, carrying out such business relationship.
- 4. The receiving party will not disclose any such Confidential Information to any person other than to its employees, agents, consultants and officers that have a need to know such information to effectuate the purpose of this Agreement and that such employees, agents, consultants and officers shall be informed of this Confidentiality Agreement and shall be bound by at least as restrictive terms as those contained in this agreement.
- Upon written request of this disclosing party, the receiving party shall 5. return promptly to the disclosing party (or, at the receiving party's option, destroy) all Confidential Information furnished to it, including any copies thereof and notes, extracts, or derivative materials based thereon (Provide that if the receiving party so opts to destroy, the receiving party shall confirm such destruction in writing to the disclosing party); and until this Agreement is terminated or until the expiration of the confidentiality obligations set forth in this Agreement, shall keep confidential and not use in any way detrimental to the compilations, studies, or other disclosing party any analyses, documents which reflect any of the Confidential Information. Not with standing thee foregoing provision, the legal counsel of both parties may retain one copy of the Confidential Information in its confidential files solely for archival purposes

- 6. Title to, and all rights emanating form the ownership of, all Confidential Information disclosed Under this Agreement shall remain vested in the disclosing party. Nothing herein shall be construed as granting any license or option, in favor of the receiving party, in such Confidential Information under any patent, copy right and / or any other rights now or hereafter by the disclosing party in or as a result of such Confidential Information other than as specifically agreed upon by the parties.
- 7. Confidential Information shall remain subject to this Agreement for a period of Ten (10) years beyond the date of disclosure or generation of such confidential Information.
- 8. Thee execution and performance of this agreement does not obligate the parties to enter into any other agreement or to perform any obligations other than specified herein.
- 9. The receiving party agrees that the disclosure of Confidential Information to any third party without the express written consent of the disclosing party will cause irreparable harm to the disclosing party, and that any breach or threatened breach of this agreement by the receiving party will entitle the disclosing party to seek injunctive relief, in addition to any other legal remedies available to it, in the court of competent jurisdiction.
- 10. No failure or delay by the disclosing party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder.

halapathi Institute of Pharmaceutical Sciences (Autonomous)

Chalapathi Nagar, LAM, GUNTUR-34,

- The parties hereby agree that this Agreement represents the entire 11. agreement between the parties with respect to the subject matter hereof and super cedes all prior and / or contemporaneous agreements and understandings between the parties with respect to the handling of Confidential Information, whether written, oral, visual, audio or in any other medium whatsoever. This Agreement shall be governed by the laws of Indian Government with out reference to its conflict of laws rules. This Agreement may not be amended or in any manner modified except by a written instrument signed by authorized representatives of If any provision of this Agreement is found to be both parties. unenforceable, the remainder shall be enforced as fully as possible and the enforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- This agreement shall be binding on each party's successors and 12. assignees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the day and year first above written.

Arsvil Research Laboratories

Chalapathi Inst. of Pharm. Sciences

By

Title: Proprietor

61010 Q4.05.2014

PRINCIPAL

Chalapathi Institute of Pharmaceutical Sciences Chalapathi Nagar, LAM, GUNTUR-34

Name: Prof.Rama Rao Nadendla

Title: Principal cum Professor

Chalapathi Institu Chalapathi Nagar, LAM, GUNTUR-34.