

Memorandum of Understanding

between



The Apollo University

Murukambattu, Chittoor

Andhra Pradesh

and



**DR.REDDY'S
INSTITUTE OF LIFE SCIENCES**

Dr. Reddy's Institute of Life Sciences

Hyderabad, Telangana

Memorandum of Understanding
between
The Apollo University, Chittoor
and
Dr. Reddy's Institute of Life Sciences

This Memorandum of Understanding ("MoU") is between **The Apollo University**, a private University established under the Andhra Pradesh Private Universities Establishment & Regulation Act No 3 of 2016, (Andhra Pradesh Gazette Notification No. 608/ G593, Dt. 03-11-2021), located at Murukambattu, Chittoor, and represented by Prof. M. Potharaju, Registrar, on one part ("**TAU**") and **Dr. Reddy's Institute of Life Sciences (DRILS)**, a not-for-profit Research Institute with a mission to be the preferred research partner to the pharma and life sciences industry, located at University of Hyderabad Campus, Gachibowli, Hyderabad 500046, India, and represented by Dr. Srinivas Oruganti, Director, on the other part ("**DRILS**"), and Herein-after collectively referred to as the "Parties" and individually as a "Party".

Introduction:

WHEREAS an Agreement for Co-operation in the collaborative research works signed between DRILS and TAU on 23/ 11/ 2023; and

WHEREAS DRILS and TAU have considered the advantages that may be obtained from close cooperation in the fields of academics, training and research

WHEREAS DRILS and TAU have mutual interests and intend to enter into a formal MoU and that the training programs, academics and research works to be made will lead to the establishment of mutual benefits for both parties;

NOW, THEREFORE, in consideration of their mutual areas of interest, the parties hereto have agreed as follows:

ARTICLE-1-PURPOSE:

- 1.1 The general purpose of this MoU is to strengthen the cooperation between the Parties in the field of training the employees of DRILS and to help TAU in developing the curriculum to render it industry relevant. Parties agree that such cooperation shall be on the basis of mutual benefit, equality and reciprocity.

ARTICLE-2 – FIELDS OF COOPERATION:

- 2.1 The parties may discuss and plan for cooperation in the below mentioned fields viz;
- A. Collaborating on educational and training activities
 - B. Participation of academic experts of DRILS for the development of curriculum of programs at TAU
 - C. Joint research & training programs and
 - D. Student internships & placement
 - E. Any other areas of mutual interest

ARTICLE-3-FORMS OF COOPERATION:

- 3.1 The activities carried out by the Parties under this MoU may include the following;
- A. Joint Training programs on topics agreed to by Parties
 - B. Meetings organized to discuss specific technical topics and cooperative activities;
 - C. Visits of individuals or teams from one party to the facilities of the other Party
 - D. Exchange of academic information from one party to the other and
 - E. Enrolling students and employees of DRILS in to the Doctoral Program at TAU.

ARTICLE-4-COORDINATION and FOLLOW UP:

- 4.1. The Parties agree to designate principal coordinators or officers to guide the proposed activities. The principal coordinators are to be a central point of contact for each party, through whom all communication concerning the arrangements for cooperation is to be made.
- 4.2 The principal coordinators will establish communication between the representatives for an effective coordination of the activities. The principal coordinators of each party are to facilitate and support activities.
- 4.3 Monitoring the administration of the MoU shall be responsibility of the principal coordinators of each Party and shall discuss the process for approval of any additions, changes, or deletions. All correspondence including but not limited to additions, changes, or deletions shall be in writing between the two representatives.

The initial principal coordinators are as follows:

For DRILS:

Dr Kiranam Chatti
Senior Principal Research Scientist
Dr. Reddy's Institute of Life Sciences, University of Hyderabad Campus, Gachibowli,
Hyderabad – 500046.
040-66571532; kiranamc@drils.org

For TAU:

Dr Satyanarayana Rentala
Professor, School of Health Sciences
The Apollo University, Murukambattu, Chittoor, Andhra Pradesh 517127
+91 9959540302; profsr@apollouniversity.edu.in

ARTICLE-5-LEGAL AND FINANCIAL OBLIGATIONS:

- 5.1 This MoU is not intended to create any legal obligation on either of the

Parties. All the activities under this MoU shall be subject to the availability of appropriate funds and personnel and to the laws and regulations.

- 5.2 Any financial obligation will be determined at the time of execution of a definitive agreement for the appropriate field of the program as defined under this agreement.

ARTICLE 6-COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS:

- 6.1 The present academic content which are either in print, audio/video or electronic form belonging to and/or developed exclusively by the respective parties shall continue to remain the exclusive property of the respective parties.
- 6.2 Any intellectual property in respect of any training materials which may be developed in future by respective organization for the purpose of research shall be exclusively owned by the respective parties who created / developed it.
- 6.3 Overall, both the Parties shall strive to protect the interest of other in the context of intellectual property rights and agree to do nothing which is void of such laws and regulations of the land w.r.t to intellectual property rights.
- 6.4 Rights to any intellectual property in respect of any training or research material jointly developed during the terms of this agreement will be determined on mutual consent between the parties from time to time.

ARTICLE-7 – CONFIDENTIALITY:

- 7.1 Confidential Information" means all material, non-public information concerning the Relationship disclosed by either party, its Affiliates, or their

agents (as applicable, such entities collectively, the "Disclosing Party") to the other party, , or their employees, agents and advisors (collectively, the "Receiving Party") which includes the existence and terms of this Agreement and any business or technical information or processes, whether or not stored in any medium, relating to the Disclosing Party's business (and/or those of its suppliers and customers), including, but not limited to: equipment; software; designs; training materials; books & periodicals; technology; technical documentation; product or service specifications or strategies; marketing plans; pricing information; financial information; personal information, information relating to existing, previous, and potential clients, customers, and contracts; inventions; trade secrets; trademarks; intellectual property; applications; methodologies; and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to the Disclosing Party. Confidential Information includes original information supplied by the Disclosing Party, as well as all paper and electronic copies.

- 7.2 Both the Parties shall keep confidential the Confidential Information belonging to each other and to use the same for the limited purpose of use or need to know basis and/or shall not use the same for any purpose other than for the purpose of this Agreement or for better performance of Services under this Agreement. The Parties shall not disclose the Confidential Information to any third Party without prior written consent of the other Party during the term of this Agreement and for a period of 3 year from the date of expiry/ earlier determination of the Agreement. The Receiving Party shall

be liable for the breach of the confidential obligations by any of its representatives forming part of the Receiving Party. The Receiving Party agrees and undertakes to comply with applicable data protection laws including with respect to storing, handling, and processing of such information. In case of expiry or termination of the Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party.

7.3 Neither Party shall disclose any of the communications between the Parties to any third party.

However, the above said confidentiality shall not apply to the following:

- i. Information that at the time of disclosure is generally known to the public;
- ii. Information that becomes available to the public without any responsibility of either party;
- iii. Information disclosed by an authorized third party to each party; or
- iv. Information that each party agreed to disclose in a prior written agreement.

7.4 Return of Confidential Information: Upon the written request of the Disclosing Party, the Recipient shall direct any person to whom Confidential Information is given to fulfil the obligations under this MOU to destroy all Confidential Information within its (or their) possession (including all copies thereof), and shall confirm such destruction in writing within 15 days upon the written request of the Disclosing Party.

ARTICLE- 8-DURATION AND RENEWAL OF THE AGREEMENT:

8.1 This MoU will become effective on the last signature date after this document is signed and exchanged by both parties. This will be in effect for a period of THREE (3) years from the date of execution of this agreement.

8.2 The MoU may be renewed for additional period as desired by mutual consent

of the Parties from time to time.

Article-9: AMENDMENTS:

- 9.1. This MoU may be amended by a written agreement signed by the authorized representatives of both Parties.
- 9.2. In the event of any unforeseen incident during collaborative activities, both Parties agree to negotiate a mutually acceptable solution.
- 9.3. In cases where any disagreement arises out of the application, interpretation or implementation of this MoU, the parties shall endeavor to exercise best efforts to negotiate and resolve their differences.

ARTICLE-10-USE OF NAME:

- 10.1 Either Party may use other's name for the purpose of identifying above activities and shall not use, or be entitled to use, parties' name, trademarks, logos, trade name or any other intellectual property in any other way without the prior written consent or as may be authorized under a separate written consent. Upon termination, or prior determination thereof as provided for herein, of this MoU either Party shall immediately stop using name, trademarks, trade name and logos, etc of the other Party.

ARTICLE-11-ENTIRE AGREEMENT:

- 11.1 This MoU constitutes the entire understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MoU and it shall not be modified except

by a mutual agreement in writing by the Parties.

ARTICLE-12-TERMINATION:

- 12.1 This MoU may be terminated by either of the parties by giving one month written notice to the other Party and sent through RPAD/Speed Post AD or email to the designated contact person of the Party. In such an event, both parties shall complete their respective responsibilities outlined under this MoU which were agreed till such date of the notice of termination.
- 12.2 Further, it is agreed that the termination of this MoU shall not affect the implementation of on-going cooperative activities, projects, and/or programmes that have been agreed upon before the date of the termination of this MOU.

ARTICLE-13-GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION:

- 13.1 The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any claim arising out of or relating to this Agreement shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. All hearings will be held at Chittoor and shall be conducted in English. The arbitration proceedings will be conducted by the sole arbitrator under the Arbitration & Conciliation Act, 1996 & any subsequent related amendments thereto. This Agreement shall be governed by and construed in accordance with the laws of India. Subject to arbitration, the adjudication of any dispute will be the exclusive jurisdiction of the courts of Chittoor. This clause shall survive termination of this Agreement.

ARTICLE-14-FORCE MAJEURE:

- 14.1 The Parties to this MoU shall not be liable to each other for failure or delay in the performance of any of their obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, pandemic, epidemic, lockdown, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions; or other similar or different categories beyond the reasonable control of the respective parties to this MoU.
- 14.2 In the event that either Party is wholly or in part prevented from or hindered in carrying out or observing any of the terms or conditions of this MoU for any cause set forth herein above, the Parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

ARTICLE-15-SEVERABILITY:

- 15.1 If any provision of this MoU becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this MoU and deemed to be deleted from this Agreement. If the deletion substantially alters the basis of this Agreement, the Parties will negotiate in good faith to amend the provisions of this MoU to give effect to the original intent of the Parties.

ARTICLE-16-HEADINGS:

- 16.1 The heading used in the MoU is inserted for convenience/reference only and shall not affect the interpenetration of the respective clauses and Articles of this MoU.

ARTICLE-17-ASSIGMENTS AND TRANSFER:

- 17.1 Any and all rights, duties and obligations of the Parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other Party.

ARTICLE-18-REPRESENTATIONS AND WARRANTIES:

- 18.1 The Parties hereby represent and warrant to each other and agreed that, Parties shall respect and abide by laws of land in carrying out respective responsibilities/fulfilling obligations under this MoU. Parties shall not commit any act/omission which will be illegal/unlawful/unethical/immoral.
- 18.2 Nothing in this MoU shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties OR consider either Party the agent of the other Party for any purpose.
- 18.3 It is clearly understood by the Parties that this MoU does not create any employer-employee agency relationship between the Parties.

ARTICLE-19-INDEMNITY:

- 19.1 Either Party shall save and indemnify, protect and keep saved and indemnified the other Party against all claims, actions, losses, costs, damages, expenses, legal suits and other proceedings resulting from and arising out of

actions, inaction or negligence of either party or their employees, agents or for violation of any provision of this MoU or any provision thereof by any party or its employees or for infringement of any patent, trademark copy right of any third party.

ARTICLE-20-ANNOUNCEMENT:

20.1 From the date of signature, both the parties can announce the existence of this MoU. Both the parties can submit the MoU to any regulatory authority for any purpose. Parties may announce about the MoU on their websites and also publicize facts of the MoU.

ARTICLE-21-ADDRESS FOR COMMUNICATION:

Any notice or communication with reference to this MoU, unless otherwise specified herein shall be deemed to be validly sent, if dispatched by registered post acknowledgement due to the other party at the following respective address.

Contact Person at TAU:

Prof. M. Potharaju,
Registrar, The Apollo University, Murukambattu, Chittoor 517 127, A.P., INDIA
registrar@apollouniversity.edu.in
+91 98482 15150

Contact Person at DRILS:

Dr Srinivas Oruganti,
Director, Dr. Reddy's Institute of Life Sciences, University of Hyderabad
Campus, Gachibowli, Hyderabad – 500046
soruganti@drils.org
+91 90008 90081

Either Party may by a similar written notice to the other party change his / her aforesaid addresses.

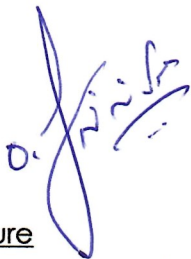
ARTICLE-22 – ANNEX:

Annexes may be established to specify the plans for a cooperation management as necessary on the basis of this MoU.

IN WITNESS WHEREOF, the Parties hereto have signed this MoU.

ON BEHALF OF DRILS

Dr Srinivas Oruganti
Director



Signature

Date 23 Nov 2023

Place HYDERABAD

ON BEHALF OF THE APOLLO UNIVERSITY

Prof. H Vinod Bhat
Vice Chancellor



Signature

Date 23.11.23

Place HYDERABAD