

Memorandum of Understanding

between



Aurobindo Pharma Limited

Hyderabad, Telangana

and



The Apollo University

Murukambattu, Chittoor

Andhra Pradesh

Memorandum of Understanding
between
The Apollo University, Chittoor
and
Aurobindo Pharma Limited, Hyderabad

The Memorandum of Understanding ("MoU") is between **The Apollo University**, a private University established under Andhra Pradesh Private Universities Establishment & Regulation Act No 3 of 2016, (Andhra Pradesh Gazette Notification No. 608/ G593, Dt. 03-11-2021), represented by Prof. M. Potha Raju, Registrar, on one part ("**TAU**") and **Aurobindo Pharma Limited**, a company incorporated under the laws of India, having its registered office at Plot no. 2, Maitrivihar, Ameerpet, Hyderabad-500038, Telangana, India represented by Mr. Madan Mohan Reddy, Director, on the other part ("**Aurobindo Pharma**").

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 Aurobindo Pharma and TAU on **24th August 2022**; and

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

WHEREAS **Aurobindo Pharma** 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 Aurobindo Pharma 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. Training of the employees of Aurobindo Pharma
 - B. Participation of academic experts of Aurobindo Pharma 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 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 information from one party to the other and
 - E. Registration of the employees of Aurobindo Pharma for their Doctoral degrees in 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 Aurobindo Pharma:

Name: Mr T. Gouri Shankar
Title: General Manager – HR Aurobindo Pharma Limited
Address: Plot no. 2, Maitrivihar, Ameerpet, Hyderabad 500038, Telangana,
INDIA
Telephone: 040-23736370

For TAU:

Name: Dr. R. Satyanarayana
Title: Professor
Address: The Apollo University, Murukambattu, Chittoor 517 127, A.P., INDIA
Telephone: 08572-246666
E-mail: 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.

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.

ARTICLE-7 – CONFIDENTIALITY:

- 7.1 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.

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 the representatives of both parties. This will be in effect for a period of THREE (3) years.
- 8.2 The MoU may be renewed for additional period as desired by mutual consent of the Parties.

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-11-USE OF NAME:

- 11.1 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-12-ENTIRE AGREEMENT:

- 12.1 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-13-TERMINATION:

- 13.1 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. 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.
- 13.2 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-14-GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION:

- 14.1 This MoU shall be governed by laws of India. Each Party irrevocably agrees that the courts of Hyderabad shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this MoU. If any dispute arises between the Parties in connection with this MoU and not resolved by mutual agreement after meetings between the Parties, the same shall be referred to an independent arbitrator as per the provisions of the Arbitration

and Conciliation Act 1996 of India. Venue for such arbitration shall be Hyderabad and arbitration proceedings shall be conducted in English language. The arbitral award shall be final and binding on both Parties hereto.

ARTICLE-14.2-FORCE MAJEURE:

- a) 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.
- b) 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-16-SEVERABILITY:

- 16.1 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-17-HEADINGS:

- 17.1 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-18-ASSIGMENTS AND TRANSFER:

- 18.1 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-19-REPRESENTATIONS AND WARRANTIES:

- 19.1 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.
- 19.2 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.
- 19.3 It is clearly understood by the Parties that this MoU does not create any employer-employee agency relationship between the Parties.

ARTICLE-20-INDEMNITY:

- 20.1 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-21-ANNOUNCEMENT:

- 21.1 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.

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.

Contacting Person for TAU:

Prof. M. Potharaju,

Registrar, The Apollo University, Murukambattu, Chittoor 517 127, A.P., INDIA

Contacting Person for Aurobindo Pharma:

Mr. T. Gouri Shankar

Plot no. 2, Maitrivihar, Ameerpet, Hyderabad- 500 038, Telangana, INDIA

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 AUROBINDO PHARMA
LIMITED**


Mr. M. Madan Mohan Reddy
Director

ON BEHALF OF THE APOLLO UNIVERSITY


Prof. M. Potharaju
Registrar

Signature

Date

24th August, 2022

Place HYDERABAD

Signature

Date

24th August, 2022

Place HYDERABAD