

കേരളം KERALA

BU 925140

**Memorandum of Understanding between  
M/s. Biopharma Solutions, AMRITA TBI, AMRITA Vishwa Vidyapeetham,  
Coimbatore-641 112**

**And**

**Nirmala College Of Pharmacy, Muvattupuzha P.O Ernakulam, Kerala, 686661**

This Memorandum of Understanding (MoU), is made on 18th day of July 2019 (18-07-2019) by and between Biopharma Solutions, AMRITA TBI, AMRITA Vishwa Vidyapeetham, Coimbatore-641 112 a MSME-registered company incubated to AMRITA TBI and focusing on training and research on advanced computational techniques especially in areas such as drug designing, designing and developing diagnostic and clinical support systems, bioinformatics, pharmacogenomics and data sciences hereinafter referred to as "Biopharma Solutions"

**AND**

**Nirmala College Of Pharmacy, Muvattupuzha P.O Ernakulam, Kerala, 686661,  
hereinafter referred to as "NCP".**

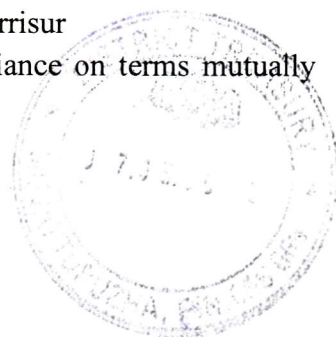
### **1. Introduction**

M/s. Biopharma solutions is a leading provider of end-to-end training, project and research services and solutions.

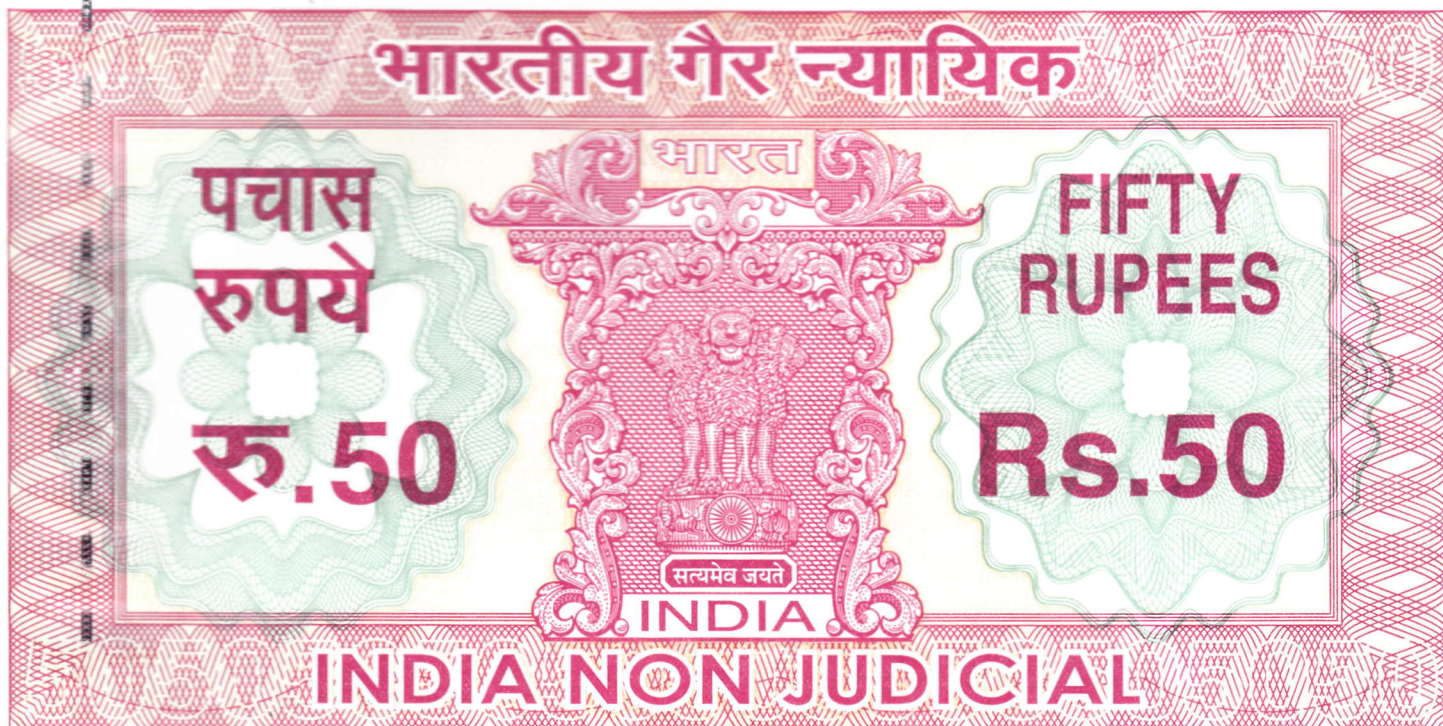
The NCP, affiliated to Kerala University of Health Science, Thirrisur

Where as the parties have decided to enter into a strategic alliance on terms mutually beneficial to them.

10092 30 11/8/19  
Principal Nirmala college of Pharmacy  
MUVATTUPUZZHA VENDOR  
A. GOPAKUMAR







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BU 925136

## 2. Objectives of Cooperation

The main objective of this MOU is to provide training on Computer Aided Drug Designing (CADD) and Computational Chemistry to students and faculty members of NCP College by using the facilities offered by Biopharma Solutions.

The primary goals are -

- 2.1 To *provide training* on CADD and Computational Chemistry to students of NCP College, and equip to work on projects related to computational designing of drug *design and* development.
- 2.2 To *assist* the students and enhance their knowledge about the latest technologies and strategies adopted in CADD and Computational Chemistry.
- 2.3 To understand the needs and expectations of both the parties to this MOU and to identify the measures required to meet the requirements therein.

## 3. Co-ordination

The Biopharma Solutions and the NCP will establish a "joint working group" for coordination. Both the parties will ensure that the working group comprises of appropriate personnel to discuss and implement the measures mentioned in this MOU. Both the parties shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

No. 10088 / 50 dt. 11/6/28  
 Signed: Principal, NCP College of Pharmacy  
 MCOATTUPUZHA VENDOR  
 K.A. GOPAKUMAR





#### **4. Mechanisms for cooperation**

The "joint working group" to implement, administer and execute the following measures under -

##### **4.1 Technical presentation and talks at NCP**

Biopharma Solutions to provide experts to participate and deliver technical presentations and talks on topics related to 'computational drug design' and 'Computational Chemistry' that will be jointly decided by NCP and Biopharma Solutions.

##### **4.2 Internships/Projects for Undergraduate and Post - graduate students**

Biopharma Solutions to explore the possibility of increased student and faculty interaction by way of internships and academic projects for students from both undergraduate and post-graduate courses, depending on the need and availability of *such projects* in Biopharma Solutions.

##### **4.3 Collaboration Projects with Biopharma Solutions**

Biopharma Solutions to explore the possibility of collaboration projects with NCP, depending on the need and availability of *such projects* in Biopharma Solutions. A formal agreement will be signed for each case as per Annexure I.

##### **4.4 Integral Part of academic-curriculum planning**

Biopharma Solutions to contribute in the planning of the academic curriculum in NCP by providing field inputs and technology driven changes.

#### **5. Confidentiality**

Either party guarantees and acknowledges that all information whether in writing or oral or otherwise obtained from the other party under this MoU would be kept strictly confidential during the MoU or after cessation, either party shall not divulge, disclose or impart to any third person/organization. The provision of this clause shall survive the termination of this MoU. The parties will sign a mutual Non-Disclosure Agreement (NDA) for this as per Annexure 1.

#### **6. Monitoring of Implementation**

A Co-ordination Committee consisting of two persons deputed by NCP and an officer nominated by Biopharma Solutions along with the CEO of the company will do the planning and monitoring of the implementation of the various aspects of this MoU. There would be timely reviews. These reviews would primarily focus on the objectives of this MoU.

#### **7. Intellectual Property (*For Both parties*)**

Title to the intellectual property rights of the software/documents supplied/furnished/findings and supporting materials if any under this MoU by Biopharma Solutions will at all times remain proprietary of Biopharma Solutions. However, title to the intellectual property rights in findings and materials solely and independently developed during the collaborative projects with NCP hereunder will at all times remain with both Biopharma Solutions and NCP . Each of us grants the other only the licenses and rights specified for activities envisaged under this MOU.

## **8. General**

1. This MoU shall be valid for a period of 60 months from the Effective date. This MoU shall be renewed for further term with mutual consent. This MoU may be terminated by either party by providing the other one (1) month's written notice. Clauses 5 and 7 of this MoU shall survive any such termination.
2. Neither party hereunder shall be liable for any consequential loss or damages arising out of the performance of obligations under the terms of this MoU.
3. Neither party will make any detailed presentations pertaining to the other or its business or affairs without express written consent and approval of other
4. Neither party may use the other's corporate name or any trade mark or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationary, websites, or the like without the written consent of the other party.
5. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior consent in writing of the other party shall have been obtained in advance.
6. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
7. This MoU supersedes all proposals or other prior representations or communications either oral or written.
8. The parties to this MoU shall not be liable to each other for failure or delay in the performance or any of its obligations under this MoU for the time and to the extent such as failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agencies thereof act of God, storms, fires, accidents, strikes, sabotages, explosion, or other similar or different categories beyond the reasonable control of the respective parties to this MoU.



9. This MoU shall, in all respects, be governed by and constructed in all respects in accordance with the laws of Republic of India.
10. All dispute or difference arising between the Parties as to the effect, validity or interpretation of this MoU or as to their rights, duties or liabilities hereunder (Disputes shall be resolved by mutual discussion between representatives of Biopharma Solutions and NCP
11. In the event of failure to reach an amicable solution by both the Parties within thirty (30) days from the commencement of mutual discussions, such dispute shall be referred to and settled by Arbitration by three Arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators. The Arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. The venue of arbitration proceedings shall be Thiruvananthapuram and arbitration proceedings shall be in English language. The parties hereby agree to submit to the exclusive jurisdiction of the courts in Thiruvananthapuram for initiating any legal action for enforcing any terms and conditions of rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this MoU to be executed by their duly authorized representatives.

Agreed to:

For Biopharma Solution  
Dr P K Krishnan Namboori  
CEO-Biopharma Solutions  
Coimbatore  
Date-18-07-2019

Witness:

Signature:

Name Dhanesh Joseph

Address: Dept. Pharmacology -

For Nirmala College Of Pharmacy  
Dr. Manju Marie Mathew.  
Principal  
18/07/2019

Witness:

Signature:

Name Dr. Siji Abraham

Address: Dept. of Pharmacy Practice

#### ANNEXURE I

**TECHNOLOGY DEVELOPMENT AND COMMERCIALIZATION AGREEMENT**

for

**COLLABORATION PROJECT**



BETWEEN:

**Nirmala College Of Pharmacy, Muvattupuzha P.O Ernakulam, Kerala, 686661**

AND:

**Biopharma Solutions, AMRITA TBI, AMRITA Vishwa Vidyapeetham, Coimbatore-641  
112**

**WHEREAS** the Collaborator is a MSME company incorporated under the laws of republic of India and registered to do business in India;

**AND WHEREAS** the Collaborator and NCP wish to carry out the Collaboration Project (as defined below) under the terms and conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) NCP and the Collaborator agree as follows:

### **1. Purpose of the Agreement**

The purpose of this Collaboration Project Agreement is to set out the terms and conditions under which a Collaboration Project will be carried out between NCP and the Collaborator.

### **2. Definitions**

In this Agreement, unless otherwise provided, a capitalized term has the meaning given in this section:

**"Agreement"** means this Collaboration Project Agreement including all the recitals and appendices.

**"Appendix"** means one of the following Appendices described below, which forms an integral part of this Agreement:

- **Appendix A - Statement of Work** means the Appendix providing a description of the Collaboration Project, including without limitation, the scope of work, resource breakdown, deliverables, services and schedule.
- **Appendix B - Collaborator Responsibilities** means the Appendix providing the description of the responsibilities expected by NCP from Muvattupuzha
- **Appendix C - Mutual Nondisclosure Agreement** means the Appendix describing the terms of confidentiality of information exchanged between NCP and the Collaborator

**"Collaboration Project"** means the applied research or pre and post commercialization project carried out by NCP with the Collaborator.



**“Collaborator Responsibilities”** mean the responsibilities specified in Appendix B.

**“Completion Date”** means the Collaboration Project completion date.

**“Confidential Information”** is information specified as such by either Party and that may be further specified in a separate Non Disclosure Document (document listed in Appendix A).

**“Contribution”** means the contribution to eligible expenses made by the Collaborator.

**“Day”** means a calendar day.

**“Eligible Activities”** means to include: product and process applied research, engineering design, technology development, product testing, certification, proof of concept, piloting and demonstration and problem solving.

**“Grant Recipient”** means NCP for the purpose of carrying out the Collaboration Project, in accordance with the requirements stipulated in the Statement of Work, Appendix A.

**“Intellectual Property”** or **“IP”** means scientific formulae, data, discoveries, inventions, software, models, prototypes, specifications, patterns, drawings, algorithms, concepts, products, compositions, processes and protocols, methods, tests and improvements, industrial designs, copyrighted materials, trademarks, know-how, machines, devices, and computer programs and includes any and all patents, patent rights and patent applications which embody, emulate or employ any part of the foregoing.

**“Non-Disclosure Agreement”** means a mutual non-disclosure agreement that may be associated with this Agreement as specified in Appendix C

**“Parties”** means NCP and the Collaborator and **“Party”** means any one of them.

**“Personal Information”** means information about an identifiable individual, provided to or otherwise made accessible to NCP pursuant to NCP performance of this Agreement.

**“Principal Investigator”** means the person identified as the “Principal Investigator” on the execution page of the Non-Disclosure Agreement.

**“Services”** collectively means the project work described in Appendix A.

### 3. Term

This Agreement shall come into force on the Effective Date and shall terminate on the earlier of (a) the Completion Date, and (b) ....., unless terminated earlier in accordance with Section 11 (Default and Remedy) below (the “Term”).

### 4. Statement of Work



NCP will provide certain Services as described in the Statement of Work or Project Application Form in Appendix A. NCP shall commit sufficient resources to meet the milestones, produce the deliverables, and complete its Services.

NCP shall notify the Collaborator of any circumstances, when and as they arise, that reasonably may be anticipated to lead to any material deviation from the timetable set forth in Appendix A. The hours of work will be mutually agreed by NCP and the Collaborator.

The Collaborator agrees to provide the Collaborator's Services and is responsible for the Collaborator's deliverables as described in Appendix A. The Collaborator on the Effective Date will give notice to NCP of a contact person for the Collaboration Project (the "Collaborator Project Manager"). The responsibility and authority of the Collaborator Project Manager shall be to:

- (a) Provide the single point of contact for the contact person at NCP for the Collaboration Project (the "NCP Project Manager");
- (b) Participate in regular progress review meetings with appropriate NCP representative(s); and
- (c) Provide all information that NCP may reasonably require to fulfill its obligations under this Agreement.

## **5. Collaboration Project**

Project Cost which includes labour and operating, materials and supplies, consulting and / or professional fees, travel and meeting costs and miscellaneous costs shall be decided on a case to case basis. *Terms of Payment also shall be decided on a case to case basis. Project cost break up and Terms of Payment shall form a part of statement of work.*

Any escalation in the cost estimates of the Collaboration Project will be discussed well in advance and mutually agreed upon by both the parties and the Collaboration Project Agreement will be amended accordingly.

## **6. Responsibilities of the Parties**

NCP warrants that it will meet all its obligations as the **Research Grant Recipient** as described in this agreement. The Collaborator acknowledges and agrees that in order for NCP to provide the Services under this Agreement, the Collaborator must comply with all the responsibilities set out in Appendix B.

The Parties shall treat project information as confidential. If needed, any special requirements with respect to Confidential Information shall be specified and agreed in a separate Non-Disclosure Agreement, named in Appendix A. NCP will collect, use and disclose Personal Information only to perform its obligations under this Agreement and as permitted or required by applicable laws.

## **7. Intellectual Property (IP)**



All Intellectual Property, including documents, reports, and programs, specifically developed for the Collaborator under the Statement of Work ***shall mutually be shared by both the parties***. At the end of the Term, NCP ***shall turn in all such documents, reports, and programs to the Collaborator***, as well as any documents, reports, and programs that the Collaborator ***may have lent*** to NCP for the purposes of executing the Statement of Work. However, any IP previously developed by NCP and used to complete the Statement of Work will continue to be the property of NCP . NCP ***will permit the use of this IP*** by the Collaborator only for the products developed by NCP under the Statement of Work, ***with profit shared between the two parties***.

The patent for the technologies developed and used in the Collaboration project ***will be obtained in the names of both the parties***. The Collaborator ***will be given preference*** to commercialize the technology under this patent ***with profit shared between the two parties***.

Nothing in this Agreement prohibits NCP from creating Intellectual Property that is similar to the Intellectual Property created hereunder, provided that Confidential Information of the Collaborator is not used.

Each Party agrees to cooperate with the other to ensure that each may enjoy all rights conferred under this Agreement.

## **8. Publicity**

Each party shall submit to the other in advance all advertising, written sales promotions, press releases and other publicity matters relating to this Agreement in which the other Party's name is mentioned, and will not publish or use such advertising, sales promotion, press release, or publicity matter without prior written approval of the other Party. However, both Parties may use the following information for public consumption: name of Principal Investigator, Principal Investigator's department, NCP name, Collaborator name, title of Collaboration Project; duration of Collaboration Project and total value of the Collaboration Project. Notwithstanding any of the foregoing, this section is subject to Section H(c) of Appendix B, Collaborator Responsibilities.

## **9. Performance Warranties and Indemnity (protection against financial loss-requesting clarification in this aspect)**

NCP , its directors, officers, students, employees and contractors make no representations or warranties of any kind and there are no conditions, express or implied, in fact or in law, including but not limited to implied warranties or conditions of merchantability, fitness for a particular purpose, accuracy, completeness, intellectual property infringement, those arising by statute or otherwise in law or from a course of dealing or usage of trade, and the absence of latent or other defects, whether or not discoverable. In no event shall NCP , its directors, officers, students, employees, contractors, servants and agents be liable for incidental, special or consequential damages of any kind including economic damage, injury to property, lost profits and punitive damages, regardless of whether NCP has been advised, shall have other reason to know, or in fact shall know of the possibility of the foregoing.

NCP does not warrant any third-party software, equipment or technology that the Collaborator may use in conjunction with the Services, nor does NCP warrant against any errors, defects or non-conformity relating to the Services that may result from such combining.



Collaborator shall indemnify and save harmless NCP, its directors, officers, students, employees, contractors, servants and agents against all costs, suits or claims on account of injuries (including death) to persons participating in the Collaboration Project or damage to property, caused by agents or personnel of Collaborator during the performance of this Agreement or resulting from the use by Collaborator or NCP, or their affiliates, customers or licensees of any deliverable or IP developed by NCP or Collaborator under this Agreement.

NCP shall indemnify and save harmless Collaborator against all costs, suits or claims on account of injuries (including death) to persons participating in the Collaboration Project or damage to Collaborator property, caused by the wilful or negligent act or omission of personnel of NCP during the performance of this Agreement.

#### **10. Default and Remedy**

NCP may declare that an event of default has occurred if:

- (a) Collaborator has not met or satisfied a term or condition of this Agreement;
- (b) the Collaboration Project is not completed to NCP satisfaction by the Completion Date, or
- (c) Collaborator becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors.

Except in the case of default under (c), NCP will not declare that an event of default has occurred unless NCP has given prior written notice to the Collaborator of the occurrence. The Collaborator shall, within such period of time as NCP may specify in the notice, either correct the condition or have taken steps necessary to correct the condition to the satisfaction of NCP

If NCP declares that an event of default has occurred, NCP may immediately exercise the remedy of terminating the Agreement.

#### **11. Governing Law**

This Agreement shall be subject to and construed in accordance with the laws of India and the Coimbatore Courts will have the jurisdiction for any disputes arising out of this agreement.

#### **12. No Assignment**

This Agreement shall be binding upon and ensure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Neither party shall assign this Agreement without first obtaining the written consent of the other, which consent shall not be unreasonably withheld.

#### **13. Entire Agreement**

This Agreement, all related Appendices and the Non-Disclosure Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement, whether written or oral, has legal effect. No change or modification of this agreement shall be valid unless it is in writing and signed by both Parties.

#### **14. Force Majeure**

The dates and times by which NCP is required to render performance under this Agreement shall be automatically postponed to the extent and for the period that NCP is prevented from meeting them by reason of any cause beyond its reasonable control, provided that NCP notifies the Collaborator of the commencement and nature of such cause and uses its reasonable efforts to render performance in a timely manner.

#### **15. Term and Termination**

A Party may terminate this Agreement immediately by giving notice of such termination to the other Party in the event that the second Party substantially breaches or defaults under any of its obligations contained in this Agreement or if the Party is unable to or refuses to comply with the obligations under this agreement.

Upon the effective date of any termination of this Agreement, all legal obligation, rights and duties arising out of this Agreement shall terminate except that: (i) the Confidentiality Restrictions, Ownership of Proprietary Rights Provisions, and Independent Contractor provisions of this Agreement shall continue to apply and shall survive the termination of this Agreement as ongoing covenants between the parties; (ii) NCP shall have the continuing obligation to return to the Collaborator all tangible and intangible property of the Collaborator and all versions of any Proprietary Products of the or developed for the Collaborator during the effectiveness of this Agreement; and (iii) NCP shall have the ongoing duty and obligation to confirm in writing and take all reasonable steps to secure proprietary right in the Proprietary Products developed pursuant to this Agreement in the name and exclusive ownership of the Collaborator.

#### **16. Notices**

Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by India Mail, Certified Mail, Return Receipt Requested to the addresses given above and shall be deemed to have been delivered Sixty days after the date of mailing. Email addresses for such notices shall be:

If To Collaborator: krishnamboori@gmail.com

If To NCP : principal@nirmalacp.org

#### **17. Miscellaneous**

By participating in testing of prototype technology/equipment NCP is at no time promoting or otherwise endorsing these products for broader commercialization activities. Testing results will be collected and analysed within our project teams and results shared with the Collaborators only. Attribution of these results by industry NCP will not occur without the written authorization of NCP. NCP requires at least 30



Days notice prior to potential publication of said information.

For the purposes of this Agreement and all Services, each Party shall be deemed an independent contractor and not an agent or employee of the other Party.

If a court declares void or unenforceable any term of this Agreement, the remaining terms and provisions of this Agreement shall remain unimpaired.

The provisions of Sections 7, 8, 9, 11, 15, 17 and Appendix B shall survive the termination of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**Nirmala College Of  
Pharmacy, Muvattupuzha P.O Ernakulam,  
Kerala, 686661**

**M/s. Biopharma Solutions, AMRITA TBI,  
AMRITA Vishwa Vidyapeetham,  
Coimbatore-641 112**

Signature: 

Signature: 

Name: Dr. Danja Masie Maltew

Name: Dr. P.K. Krishnan Namboori

Title: Principal

Title: CEO - Biopharma Solution

Witness: 

Witness: 

Name: Dr. Danish Joseph

Name: Dr. Sujin Abraham

Title: Asso Prof.

Title: Professor

## **Appendix A**

### **Statement of Work**

A.1) A tick indicates that the listed document(s) accompany this Agreement. No tick indicates that the listed document was deemed unnecessary:

Non Disclosure Agreement \_\_\_\_\_

IP Agreement \_\_\_\_\_

A.2) Provide a description of the project with main sections as follows:

#### **Purpose**

Why we are doing this project.

**Scope of Work**

Describes roughly the work to be done in detail and specifies the equipment, hardware and software involved and the exact nature of the work to be done.

**Project Team, Roles and Responsibilities**

List team members by roles and responsibilities.

**Location of Work and Facilities**

Where the work is to be performed.

**Period of Performance**

Start and finish dates and anything else that relates to scheduling.

**Deliverables Schedule**

List of specific deliverables, describing what is due and when (milestones) and by which Party.

**Project Cost**

Contributions must be for Eligible Activities. Contributions from the Collaborator may be either cash and/or in-kind that must be at least ..... of the total Collaboration Project costs.

The break-up of the cost includes:

- (a) Manpower and operating costs
- (b) Materials and supplies
- (c) Consulting and/or professional fees coverage
- (d) Travel and meeting costs
- (e) Miscellaneous project costs.

The project cost and the terms of payment shall be decided on a case to case basis.

Any escalation in the cost estimates of the Collaboration Project will be discussed well in advance and mutually agreed upon by both the parties and the Collaboration Project Agreement will be amended accordingly in writing by both the parties.

**Project Change Request**

Defines the process to request, document and approve changes to this Statement of Work.

**Applicable Standards**

This describes any industry specific standards that need to be adhered to in fulfilling the Project Collaboration

**Acceptance Criteria**

Specifies what objective criteria will be used to state the work is acceptable and to signoff Collaboration Project completion.

**Miscellaneous**

Anything else not covered in the contract specifics that could impact the Collaboration Project.

## **Appendix B**

### **Collaborator Responsibilities**

The Collaborator shall comply with the following, and shall provide NCP, when requested with any information or data from the Collaboration Project, or access, as required by NCP but not limited to the following:

- A. The requirement that the Collaborator maintains proper and accurate accounts and records of the Collaboration Project for a minimum of six (6) years after the date of completion.
- B. The right of representatives of the Government to audit, or cause to have audited, the



accounts and records of the Collaborator and to have a right of access to the books and accounts of the Collaborator.

- C. That the Collaborator shall release to NCP, upon request and in a timely manner, for the purpose of releasing to the Government, all records held by the Collaborator, or by agents or contractors of the Collaborator, relating to this Agreement and the use of funds; and such further information and explanations as the Government, or any person acting on behalf of the Government may request relating to any part of this Agreement or the use of funds.
- D. Monitoring and regular reporting requirements which will enable NCP to fulfil its reporting requirements under this Agreement including submission by the Collaborator of a final report outlining the following:
  - a. Total cash investment by the Collaborator in the Collaboration Project;*
  - b. Total In-kind investments by the Collaborator in the Collaboration Project;*
- E. The Collaborator represents and warrants that it owns or holds sufficient rights in any Intellectual Property required to carry out the Collaboration Project, and will provide representations to such effect as required by the NCP from time to time.
- F. The ownership of any intellectual property developed as a result of the Collaboration Project ***will be property of the Collaborator alone.***
- G. Compliance with all National, State, Municipal and other applicable laws governing the parties or the Collaboration Project, or both, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection.
- H. With respect to announcements, ceremonies and other communications activities:
  - a. The Collaborator acknowledges the involvement of the government institution's participation through this Agreement;
  - b. The Collaborator consents to a public announcement of their Collaboration Project by or on behalf of the NCP in the form of a news release;
  - c. NCP shall inform the Collaborator of the date the public announcement is to be made, and the Collaborator shall maintain the confidentiality of this Agreement until such date;
  - d. The Collaborator consents to the participation of the NCP or its representatives at the announcement event of the Collaboration Project, and to have the event take place on a day mutually agreed upon by the Collaborator and the NCP or its representatives;
  - e. The Collaborator agrees to a media/public event upon completion of the Collaboration Project with the NCP or its designated representatives at mutually agreeable venue, time and date; and
  - f. The Collaborator must agree to display promotional material provided by NCP at the event.

### **Appendix C** **MUTUAL NONDISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made effective as of the date of last signature below by and



between “Biopharma Solutions, AMRITA TBI, AMRITA Vishwa Vidyapeetham, Coimbatore-641 112”, (collectively known as the “First Party”) and Nirmala College Of Pharmacy, Muvattupuzha P.O Ernakulam, Kerala, 686661 (“Second Party”).

1. **Purpose.** The First Party and Second Party wish to explore a business possibility under which each may disclose its Confidential Information to the other.

2. **Definition.** “Confidential Information” means any information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified by the disclosing party as “proprietary” or “confidential”. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, (iii) is approved for release by the disclosing party, or (iv) is independently developed by the receiving party without the use of any Confidential Information of the other party.

3. **Non-Disclosure of Confidential Information.** The First Party and Second Party each agrees not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning and the undertaking of any business relationship between the two. Neither will disclose the Confidential Information of the other to third parties or to the employees of the Parties except employees who are required to have the information in order to carry out the contemplated business. Each has had or will have employees to whom Confidential Information of the other is disclosed sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will notify the other in writing of the names of the persons who have had access to Confidential Information of the other party. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention.

4. **Return of Materials.** Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.

5. **Intellectual Property Rights.** Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties and carrying out such relationship. The disclosing party warrants that it has the right to disclose its Confidential Information to the receiving party. Otherwise, all information is



provided "as is" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

6. **Independent Development.** Each disclosing party understands that the receiving party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that compete with the products or systems contemplated by the disclosing party's confidential information.

7. **Termination.** This Agreement may be terminated at all times with a 30 days prior written notice, *provided however*, that the confidentiality obligations herein shall terminate five (5) years following the date of disclosure.

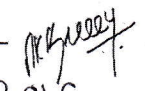
8. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of India

9. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunction relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages.

10. **Notices.** All notices hereunder shall be sent to either party at the address and to the contact person specified below, or such other address or contact as the respective party may specify from time to time in accordance with the provisions hereof.

**"FIRST PARTY"**

**"M/s. Biopharma Solutions."**

Signature \_\_\_\_\_  \_\_\_\_\_

Date: 18-07-2019

Name: Dr. P. K. Krishnan Namboori

Title: CEO - Biopharma Solution

**"SECOND PARTY"**

**"NCP"**

Signature 

Date: 18/07/2019

Name: Dr. Manja Maria Mathew

Title: Principal.

