

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on Day, 27/12/2024

Between

**Placement Department of Dr K. V Subba Reddy Institute of Pharmacy, Kurnool, Andhra Pradesh** (hereinafter referred to as **Dr K. V Subba Reddy Institute of Pharmacy**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

And

Omega Healthcare Management Services Private Limited, a Company registered under Companies Act 1956 having its office at #3, Wind Tunnel Rd, Murugeshpalya, Muniyappa Layout, Bengaluru, Karnataka 560017 (hereafter referred to as "Omega Healthcare", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, **Dr K. V Subba Reddy Institute of Pharmacy** is among the noteworthy academic institutes of **Guntur, Andhra Pradesh** offering **M Pharm, B Pharm, Pharm D, D Pharm** (ex. UG program in Civil Engineering, and UG and PG programs in Mechanical Engineering, Electronics and Telecommunication Engineering and Computer Engineering)

AND WHEREAS, **Omega Healthcare**, is a registered company & a leading provider of revenue cycle management, healthcare outsourcing, and business process services AND WHERE both **Dr K. V Subba Reddy Institute of Pharmacy** and **Omega Healthcare** are desirous of associating with each other to expertise students of **Dr K. V Subba Reddy Institute of Pharmacy** in various professional areas that align with the company's strengths in healthcare management, revenue cycle services, and technology-driven solutions & will and as a part of its skilling initiative aspires to partner in conducting Expert Lectures / Placements / Seminars / Workshops / Internship / Industrial Visits / Observer ship / Mentorship / Research & Innovation as an addition to **Dr K. V Subba Reddy Institute of Pharmacy** curriculum in co-ordination with **Dr K. V Subba Reddy Institute of Pharmacy** Faculties & HoD subject to availability of time & resources.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **Dr K. V Subba Reddy Institute of Pharmacy** and **Omega Healthcare** as under.

### 1.0 Definitions and Interpretation

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between **Dr K. V Subba Reddy Institute of Pharmacy** and **Omega Healthcare** on 27/12/2024.
- 1.2 Party or Parties shall mean **Dr K. V Subba Reddy Institute of Pharmacy** and **Omega Healthcare** individually and



Collectively as the context may require;

- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely considering the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

## 2.0 Focus Area

(You can keep, define, add and delete the appropriate issue of MoU)e.g.

- 2.1. **Student Internship**
- 2.2. **Placements**
- 2.3. **Observership**
- 2.4. **Mentorship**
- 2.5. **Research & Innovation**
- 2.6. **Expert Lectures**
- 2.7. **Seminars**
- 2.8. **Webinars**
- 2.9. **Workshops**
- 2.10. **Industrial Visits**
- 2.11. **Cost to all such Activities, Trainings, Industrial Lectures & Site visits to be borne by (Dr K. V Subba Reddy Institute of Pharmacy)**

## 3.0 Responsibility Structure

- 3.1 **Dr K. V Subba Reddy Institute of Pharmacy** shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures.
- 3.2 **Omega Healthcare** shall be responsible for arrangements & co-ordination for supply of Industry Expertise, Design training program, Process of necessary Appointments with Industries for Industry Internship Program, Expert Lectures as well as Visits in co-ordination with staff & HoD of **Dr K. V Subba Reddy Institute of Pharmacy**.
- 3.3 **Dr K. V Subba Reddy Institute of Pharmacy** shall create awareness amongst its students for promotion of the activity especially internship Program.





**4.0 Certification**

Upon completion of the Internship, **Omega Healthcare** will award the intern with an internship completion certificate.

**5.0 Relationship**

This MOU relates solely to the intention of the parties, wherein **Dr K. V Subba Reddy Institute of Pharmacy** and **Omega Healthcare** jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

**6.0 Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

**7.0 Confidential and Proprietary Information**

7.1 "Confidential Information" shall mean all information, including the material and licenses or other information if any so given to **Dr K. V Subba Reddy Institute of Pharmacy**, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **Omega Healthcare** and disclosed by **Omega Healthcare** to **Dr K. V Subba Reddy Institute of Pharmacy** or its faculty which is related to **Omega Healthcare** information such as course material, training data, guidance notes, procedures, methodology, etc.

7.2 **Dr K. V Subba Reddy Institute of Pharmacy** shall hold in trust and confidence for **Omega Healthcare** all confidential information provided by **Omega Healthcare** and **Dr K. V Subba Reddy Institute of Pharmacy** shall not disclose to any person or use such information for any purpose other than defined in this MOU. **Dr K. V Subba Reddy Institute of Pharmacy** shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from **Omega Healthcare** and shall return/destroy all such information at the termination of the contract. By disclosing this information to **Dr K. V Subba Reddy Institute of Pharmacy**, **Omega Healthcare** does not grant any expressed, implied or other license or right to **Dr K. V Subba Reddy Institute of Pharmacy** to propagate the information. **Omega Healthcare** hereby grants to **Dr K. V Subba Reddy Institute of Pharmacy** an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the **Dr K. V Subba Reddy Institute of Pharmacy** students.



7.3 **Dr K. V Subba Reddy Institute of Pharmacy** shall not disclose **Omega Healthcare** confidential information without first obtaining written consent from **Omega Healthcare**.

7.4 **Dr K. V Subba Reddy Institute of Pharmacy** shall disclose **Omega Healthcare** confidential information only to **Dr K. V Subba Reddy Institute of Pharmacy** employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and **Dr K. V Subba Reddy Institute of Pharmacy** obligations hereunder.

7.5 **Dr K. V Subba Reddy Institute of Pharmacy** shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **Dr K. V Subba Reddy Institute of Pharmacy** shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **Omega Healthcare**. In the event of any loss, **Dr K. V Subba Reddy Institute of Pharmacy** shall notify **Omega Healthcare** immediately.

#### 8.0 Termination

**24 months** from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

#### 9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

#### 10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

#### 11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall





14.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

15.0 Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

16.0 Waiver

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

17.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this **Wednesday, of 27<sup>th</sup> Dec 2024.**

For Omega Healthcare Management Services Private Limited.

For  
Dr K. V Subba Reddy Institute of Pharmacy

Name: Ebenazer Paul  
Designation: GM

*B.V. Ramana*

Name: DR B V Ramana  
Designation: Principal

**PRINCIPAL**  
Dr. K.V.S.R. Institute of Pharmacy  
Opp: Dupadu R.S N.H -44,  
KURNOOL-518 218 (A.P)

