



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on, **01/02/2024**

Between

The Mou Under Pharma Department of **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY**, a Pharma College run by **Dr. B. V. Ramana** (Principal) (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

SCPL Pharma, a Company duly organized and existing under the laws of India having its registered office at **Regd. Off: G2, Shiva Keshav Residency, Chaitanyapuri, Hyderabad - 500060**. The Company Was run By **Prakya. T** (HR. Manager) (Hereafter referred to as "**SCPL Pharma**", 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 offering UG program in Bio Pharma Critical Science, and UG and PG programs in Biomedical, Biotechnology, Pharmaceutical Chemistry and Pharmacometrics and Computer Pharmacology.

AND WHEREAS, **SCPL Pharma**, is a registered company, engaged in Pharma (Pharmacy company) AND WHERE both "**Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY**" and **SCPL Pharma** are desirous of associating with each other to expertise students



9030208255



info@scplpharma.com



Regd. Off: G2, Shiva Keshav Residency,
Chaitanyapuri, Hyderabad - 500 060.

Pharma on **SCPL Pharma** will also help in conducting Expert Lectures/ Seminars/ Workshops/ Internship/ Industrial Visits/ Consultancy (keep appropriate) as an addition to **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** curriculum in co-ordination with Pharma Faculties & HOD.

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 **SCPL Pharma** 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** on 01/02/2024.
- 1.2** “Party” or “Parties” shall mean **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** and **SCPL Pharma** 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 in light of 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. **Expert Lectures**

2.3. **Industrial Visits**

2.4. **Pharma Consultancy**

2.5. Cost to all such Activities, Trainings, Industrial Lectures & Site visits to be borne by **SCPL Pharma**

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. Also, the labs and other research equipment available in the lab.



3.2 SCPL Pharma 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

4.1. Upon completion of the Internship, SCPL Pharma & **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified with 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 SCPL Pharma 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 **SCPL Pharma** and disclosed by **SCPL Pharma** to **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** or its faculty which is related to **SCPL Pharma** 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 **SCPL Pharma** all confidential information provided by **SCPL Pharma** 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 **SCPL Pharma** 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**, **SCPL Pharma** does not grant

any expressed, implied or other license or right to **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** to propagate the information. **SCPL Pharma** 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 **SCPL Pharma** confidential information without first obtaining written consent from **SCPL Pharma**.
- 7.4** **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** shall disclose **SCPL Pharma** 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 **SCPL Pharma**. In the event of any loss, **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** shall notify **SCPL Pharma** immediately.



8.0 Termination

One year 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 be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.



12.0 Arbitration

12.1 All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

12.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **Dr. K.V. SUBBA REDDY INSTITUTE OF PHARMACY** and Partner, **SCPL Pharma** or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

12.3 The place of arbitration shall be Pune. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Law of the Land.



14.0 Notices

14.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to SCPL Pharma.

Reg. Office Address:

Office Address:

SCPL Pharma

Regd.Off: G2, Shiva Keshav
Residency, Chaitanyapuri,
Hyderabad,500060.

Email: info@scplpharma.com

Website: <http://scplpharma.com/>

College Address

Dr. K.V. SUBBA REDDY
INSTITUTE OF PHARMACY
Opp. Dupadu Railway Station,
NH-44, Lakshmpuram Post,
Kurnool-518218

Email: principal.er@jntua.ac.in

Website: www.drkvsrip.ac.in



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 10th Day of February 2016.





**For Dr. K.V. SUBBA REDDY INSTITUTE
OF PHARMACY**

For SCPL Pharma

**Dr. B. V. Ramana
(Principal)**

**Prakya.T
Hr.Manager**



Authorized Signature

Authorized Signature

SCPL Pharma



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