

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MoU") is entered into on this day 13th of Nov-2022 by and between

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[Handwritten initials]

Zydus Lifesciences Limited (CIN: L24230GJ1995PLC025878) (formerly known as Cadila Healthcare Limited), company incorporated under the laws of India, having its registered office located at "Zydus Corporate Park", Scheme No. 63, Survey No. 536, Khoraj (Gandhinagar), Nr. Vaishnodevi Circle, Sarkhej- Gandhinagar Highway, Ahmedabad- 382 481 ("Zydus");

AND

H. R. Patel Institute of Pharmaceutical Education And Research, an educational institute constituted under The Shirpur Education Society (Shirpur, Dhule, Maharashtra, 425405), having address near Karwand Naka, Shirpur Dist. Dhule Maharashtra 425405, Shirpur, Dhule, Maharashtra, 425405 ("Institute").

Zydus and Institute are also referred to herein individually as a "Party" and collectively as the "Parties".

PREAMBLE:

- A. Zydus is engaged in manufacturing, research and development of various pharmaceutical product and has various manufacturing plants located PAN India. These sites are equipped with all sophisticated production machineries for manufacturing as well as analytical instruments in quality control lab involved into various chemical & analytical & testing activities
- B. Institute has been a well-established educational institute and has reputation of high academic standards. It has well established laboratories, large computing network, good library and qualified staff. The graduates of Institute are known to be of high caliber and have made name all over the world. It is therefore in the fitness of things that the infrastructure of Institute is effectively tapped towards industry-Institute interaction.
- C. The Parties wish to collaborate with each other in relation to research, knowledge sharing and exchange of information in conjunction with each other initially focusing on the general areas of students' development keeping in mind the expectation of Zydus ("Collaboration").
- D. This MoU details the activities, modalities and conditions regarding Collaboration and the Parties hereby agree to following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained made here in and of good and valuable consideration, the receipt and sufficiency of which both Zydus and Institute hereby acknowledges and agrees as under:

1. SCOPE OF THE MoU:

This MoU lays down the broad terms and conditions and modalities of the Collaboration of the Parties. The Parties agree that they shall not use the Confidential Information exchanged during the term of the MoU. All expenditure related to the students visiting the location of Zydus pursuant to the Collaboration as envisaged under this MoU like travel charges, subject to a cap of AC three tier railway fare or bus fare or cab/ taxi fare shall be reimbursed on actuals basis the ticket/ receipt submitted to Zydus for such travel undertaken by the students and boarding and lodging shall be provided by Zydus. The Parties hereby agree for the modalities of Collaboration as follows:

- a) **General:** Zydus will help in developing the course curriculum to meet up with industry expectations and requirements & Institute will impart education to the students and will give a preferred candidate status to all current and alumni of the Institute for any job opportunity at Zydus.
- b) **I2I Bridge:** Zydus will provide structured interaction to the Selected Students through its in - house developed program called Institute to Industry Bridge Program ("I2I Bridge") to bridge the gap between academic and professional life for the pre-final year students of the Institute.

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- c) **Selection & Offer:** Zydus will assess the students based on the selection criteria & Institute will extend all support in conducting screening process at the venue of Institute/Zydus. The students clearing the selection process will be referred as "Selected Students". The Selected Students shall receive offer letter from Zydus by the time they will be enter in their final year of the program.
- d) **INSPIRE Modules:** Structured interactions shall take place for one (01) week in every alternate month. This interaction program will be called "INSPIRE Modules". There will be five (05) INSPIRE Modules and Zydus will roll out the calendar of all such INSPIRE Modules by the beginning of the program. The interaction shall be held at any of Zydus' premises and Selected Students need to travel to such Zydus premises as informed to them for the same. The Selected Students shall be provided clarity about the same during the pre-placement talk which is an integral part of selection process.
- e) Zydus will also develop evaluation plan to assess the developmental needs of students at regular interval.
- f) **Back Out after Offer Acceptance:** Institute agrees that, in the event that any Selected Student after accepting pre-placement offer given by Zydus under the I2I Bridge leaves the program during the duration of the program and/ or does not join Zydus on successful completion of the program or does not maintain eighty percent (80%) attendance in the INSPIRE Modules then, the entire training/ program cost shall be borne either by the Institute or by the Selected Student directly.
- g) **MOM:** The governing body of this MOU will be an advisory committee formed as per clause 4. All the minutes of meeting ("MOM") of Advisory Committee needs to be recorded through official MOM duly signed/accepted over e-mail by both the Parties.

The above activities are only indicative and not exhaustive and will be undergoing continuous changes based on the needs of the organization i.e. Zydus. Each activity envisaged under this MoU shall be approved in writing by the Parties and shall become a part of this MoU by reference. The Parties agree that this MoU shall not restrict their rights and freedom to enter into other collaborations and conduct any other research activities.

2. REPRESENTATIONS & WARRANTIES:

Each Party represent and warrant as follows:

- a) It shall comply with all applicable laws, ordinances, rules and regulations in performing their respective role in the Project.
- b) It has the power and authority to enter into this MoU and the terms of this MoU are not inconsistent with their statutory and contractual obligations.
- c) Entering into this MoU shall not entail any financial commitment or liability on its part of or upon other Party.
- d) This MoU is not in conflict with any of the activities or initiatives which it may have undertaken or through other contractual engagements which it might have entered into.
- e) It has informed its personnel and students of the confidentiality obligations which they will be subject to while interacting with or visiting the facilities and premises of each other.
- f) It shall be liable for the breach of its obligations under this MoU by its personnel, officers, employees and its students.

3. CONFIDENTIALITY:

Any information on data, drawings, designs which come across by Institute or its representatives during the interaction with Zydus officials shall be maintained confidential. The confidentiality and secrecy of information used shall be strictly maintained. Whosoever by virtue of this MoU, represents Institute / Zydus and carries out the research work / project in Institute /Zydus has to give a separate undertaking stating that they will abide by all the conditions of this MoU and shall maintain this confidentiality. (In any unforeseen eventually, individual shall be responsible and not Institute /Zydus. The responsibility will be unilateral and not collateral.)

4. ADVISORY COMMITTEE:



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The Zydus and Institute will form a joint advisory committee consisting of two members each from Zydus and Institute. These members shall be nominated by the respective managements. The advisory committee shall meet at least two times in a year to monitor the progress as well as actual application of mutually agreed projects.

5. EFFECTIVE DATE AND DURATION OF MoU

This MoU shall be effective from the date mentioned here in before ("Effective Date"). The duration of the MoU shall be for a period of three (3) years from the Effective Date. The MoU may be extended or terminated by a prior written notice or not less than one (1) month by either Party. In such an event, the terminating Party shall not be liable to the other Party in contract, tort (including negligence or breach of statutory duty) for any loss of profit, business reputation, contracts, revenues or anticipated savings for any special, indirect or consequential damage of any nature whatsoever. The confidentiality clause shall survive the termination of the MoU.

6. MISCELLANEOUS:

- a) Independent Contractor: The Parties are independent principals under this MoU and nothing in this MoU shall be construed to create a partnership, joint venture, agency or employment relationship between the Parties. Neither Party has any right, power or authority to assume or to create any obligation on behalf of the other Party.
- b) Entire MoU: This MoU, including all referenced and attached annexures or attachments, constitutes the complete and final agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations and agreements, oral or written, between the Parties with respect thereto.
- c) Non-Assignment: Neither Party may assign, delegate, or otherwise transfer any of its rights or obligations under this MoU without the prior written consent of the other Party. No assignment, delegation, transfer or any attempt thereof in violation of the foregoing shall be effective without such prior written consent of the other Party.
- d) Notices: Any notice or other communication pursuant to this MoU shall be sufficiently made or given on the date of mailing if sent to such Party by facsimile on such date, with paper copy being sent by registered mail addressed to it at its address below (or such address as it shall designate by written notice given to the other Party).
- e) Governing Law and Dispute Resolution: This MoU shall be governed by and construed in accordance with the laws of India. The Parties agree that they shall work in good faith towards implementation of this MoU. This MoU shall be governed by and construed and interpreted in accordance with the laws of Republic of India. In the event of any dispute or difference arising out of or relating to this MoU, the Parties shall endeavor to resolve such dispute or difference in an amicable manner in consonance with the spirit of the transaction recorded in this MoU. If, however, the Parties fail to resolve such dispute or difference amicably within sixty (60) days of the dispute being notified by a Party in accordance with this clause, the same may be resolved in accordance with Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIAR Rules"), which rules are deemed to be incorporated by reference in this clause by a sole arbitrator to be mutually appointed by the Parties. The seat of the arbitration shall be Ahmedabad. The language of the arbitration shall be English. The law governing this arbitration agreement shall be Indian. The arbitral award shall be final and binding upon both Parties hereto.
- f) Partial Invalidity and Headings: If any provision of this MoU shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this MoU shall nevertheless continue in full force and effect. All section headings are provided for the convenience or reference only and shall not be construed otherwise.
- g) Waiver: The failure of either Party to enforce at any time any provision hereof shall not be construed to be a waiver of such provision or of the right thereafter to enforce each and every provision. No consent or waiver, express or implied, by any Party of any breach or default by the other Party of any or all of its obligations hereunder will: (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this clause; (b) be relied upon as a consent or waiver to or of any other breach or default of the same or any other



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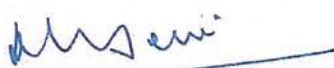

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- obligation; (c) constitute a general waiver under this MoU; or (d) eliminate or modify the need for a specific consent or waiver pursuant to this clause in any other or subsequent instance.
- h) Force Majeure: Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on accounts of riots, fires, flood, storm, explosions, act of God, war, governmental action, labor conditions, earthquakes, pandemic, epidemic, lockdowns etc. or any other cause which is beyond the reasonable control of such Party provided the affected Party gives the other Party prompt written notice of the occurrence of any Force Majeure Event and the nature and extent to which the affected Party will be unable to perform its obligations under this MoU. The affected Party agrees to use commercially reasonable efforts to correct the Force Majeure Event as quickly as possible. Performance shall be excused only to the extent of and during the reasonable continuance of such Force Majeure Event, provided that either Party may terminate this MoU if such Force Majeure Event continues for a period of thirty (30) days or more. Any deadline or time for performance specified in this MoU which falls due during or subsequent to the occurrence of a Force Majeure event shall be automatically extended for a period of time equal to the period of the Force Majeure Event.
- i) Severability: The provisions of this MoU shall be deemed severable, and the invalidity or unenforceability of anyone or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.
- j) Superseding Understanding: In the event of any contradiction between this MoU or any other document executed/exchanged between the Parties including the MoU dated 15th February 2023 executed between the Parties, this MoU shall prevail and govern the relationship between the Parties, unless and until the definitive agreement is entered into between the Parties and thereafter the definitive agreement shall prevail.
- k) Public Announcements: The Parties shall not make any public announcement, including press statements, or statements on the internet and/or any disclosure of any nature whatsoever to any person concerning this MoU without the prior written permission of the other Parties.
- l) Counterparts: This MoU shall be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.
- m) Amendments and Modifications: Any modification of or amendment to this MoU, including any annexures or attachments thereto, will only be valid if mutually agreed upon between the Parties and executed in a written document duly signed by authorized representatives of each Party and the amendments and modifications shall be effective from the date on which they are executed.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE CAUSED THIS MoU TO BE DULY EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

For ZYDUS LIFESCIENCES LIMITED (formerly known as Cadila Healthcare Ltd)

For H. R. Patel Institute of Pharmaceutical Education & Research


Name: Dharmendra Sauri
Title: Company Secretary

Vishal S. Chav
Sr. V.P. Corp. Accounts


Name: PRINCIPAL
Title: H.R. Patel Institute of Pharmaceutical Education & Research
Shirpur Dist. Dhule (M.S) 425 405

Dr. V.K. Chaturvedi
Head
Training And Placement Cell

