

# BAPATLACOLLEGEOF PHARMACY

(Sponsored by Bapatla Education Society),(Recognized by A.I.C.T.E & PCI)
(Affiliated to Jawaharlal Nehru Technological University, Kakinada)
Bapatla (Dist),Andhra Pradesh-522101

## MOUs established in AY:2021-2022

Sl.No	agency with contract details	Date of Establishment	Duration	Area of collaboration	List of Activities conducted
01	Krishna Teja Pharmacy College, Chadalawada Nagar, Renigunta road, Tirupati, AP-517506	7/06/2021	1year	Guest Lectures & Faculty Development Programmes	Participation in sports on 13/12/2021
02	Pharmaceutical Sciences, Gudlavalleru, Krishna Dt,  App. 521256  11/06/2021  1 year  Guest Lectures 8 Faculty Development		Guest Lectures & Faculty	FDP 20/09/2021	
03	National Biodiversity Authority, Taramani, Chennai-600113	26/06/2021	1year	Patents Approval	Patents Approval on
04	Heartfulnes Education Trust, Vijayawada-520010	28/07/2021	1 year	Meditation Programmes	06/04/23 Meditation Programme on 21/05/22
05	NRI college of Pharmacy, pothavarappadu, Airipalli mandalam, Krishna Dt, AP- 521212	16/09/2021	1 year	Guest Lectures & Faculty Development Programmes	
06	Succour Pharma, Vasan Nagar, Mudhaliarpet, Puducherry-605004	30/11/2021	Valid upto understanding of both parties	Internships, Industrial Training & Visit	Guest lecture on 01/12/21
07	Sandeep's Neurocare, MG Road, Satyanarayanapuram, Bapatla, AP-522101	ad, yanarayanapuram,		Internships & Projects to gain knowledge on diseases	Medical camp on 11/03/2022

T. galatoreshia

PRINCIPAL

Bapatla College of Pharmacy
BAPATLA - 522 101



Ph

:9160451112

9032114829

E-mail : krishnateja.b.pharmacy@gmail.com

principal.af@jntua.ac.in

## KRISHNA TEJA PHARMACY COLLEGE

(Chadalawada Krishnamurthy Teja Charities)

Approved by AICTE, PCI, New Delhi, Affiliated to JNTUA, Ananthapuram Accredited by NAAC, ISO:9001:2015 Cetified Recognized by UGC Under Section 2 (f) & 12 (B) of UGC Act 1956

Dr. M.Kishore Babu, M.Pharm, Ph.D. Principal

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Herein after Called The 'MOU') is Entered On This 7th Day of June, 2021

BY

### KRISHNA TEJA PHARMACY COLLEGE

The first party represented herein by its Principal, **Dr. M. Kishore Babu** (herein after referred as first party, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in office, administrators and assigns).

#### AND BETWEEN

Bapatla College of Pharmacy (BCOP), Kothapalem Bapatla Guntur, 522101, A.P, India. which is represented by its principal herein Dr. Talasila E.G.K. Murthy, named as second party.



Ph

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Principal

Krishna Teja Pharmacy College (KTPC) and Bapatla College of Pharmacy (BCOP) recognize their strengths in research and education in one or more disciplines of science and their mutual interest in engaging themselves in academic cooperation.

Krishna Teja Pharmacy College (KTPC), here after referred to as the "FIRST PARTY". Bapatla College of Pharmacy (BCOP), hereafter referred as the "SECOND PARTY", in the MOU.

KTPC and BCOP therefore agree to establish a programme for academic cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MOU). This Memorandum Of Understanding (MOU) is effective as of from 07-06-2021 to 06-06-2022.

#### 1. Objectives:

- 1.1. To contribute further to the regional understanding between faculty and staff of KTPC and BCOP for enhancing skills of students/aspirants through internship and vocational training in order to enhance the quality of pharmacy education.
- 1.2. To strengthen collaboration between KTPC and BCOP through academic programs in instruction, research and faculty development among the faculty and students of both parties.

#### 2. Scope:

The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

- Developing research projects jointly and avail funding.
- 2. Exchange of academic information, materials and facilities.
- 3. Students activities.
- 4. Faculty and Staff Collaboration.
- 5. Advertising & Publicity
- 6. Organizing/participation in Joint symposia, seminars, conferences, workshops etc.
- 7. Commencement, renewal, termination and amendment.
- 8. Resolution of Disputes and Governing Law
- 9. Tenure and Termination
- Intellectual Property



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# KRISHNA TEJA PHARMACY COLLEGE

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Dr. M.Kishore Babu, M.Pharm, Ph.D.

Principal

1. Developing research projects jointly and avail funding:

Both the parties agree to undertake research projects/activities through sharing of research ideas, data and academic resources that can lead to joint publications, development of any product or other intended outcomes like Intellectual property rights/ patents/discoveries generated out of the research activities, belonging to both parties. Such collaboration activities will also include joint research conferences, visitations and sabbaticals at each other's premises; subject to mutual consent of both the parties. All such joint research activities will be governed by the terms and conditions lay down by separate written agreement by both organizations.

2. Exchange of academic information, materials and facilities

Both parties agree to exchange academic information, facilities, resources etc. as mutually agreed from time to time.

## 3. Student Centric activities:

Both parties agree to participate the students for seminars, webinars, conferences, Workshops and sports as mutually agreed. Pursuant to the specific agreement for academic, KTPC and BCOP will allow the students to participate according to the terms and conditions laid out by separate written agreement by both organizations.

4. Faculty and Staff Collaboration:

Both organizations agree to develop opportunities for faculty to conduct seminars and undertake such other activities at each other's campus as mutually agreed. Visiting faculty will be provided with opportunities to observe and share teaching methods and curriculum. KTPC and BCOP will participate in FDPs, Seminars, Webinars, Conferences, Workshops, Symposia, faculty according to the terms and conditions as mutually agreed upon.

Both the parties will publicly advertise the collaboration under this MOU among students, staff etc., if agreed by their management. Where reasonably possible, in making advertisements or public announcements in relation to this MOU, each organization shall acknowledge the participation of other organization and the contribution that other organization has made if any.

6. Organizing/ participation in Joint symposia, seminars, conferences, workshops etc.: Both organizations will promote their faculty and staff participation in the conferences, conclaves and seminars organized by each other to strengthen the ties between both the organizations and will also jointly organize symposia, seminars, conferences, workshops and other programs as mutually agreed.



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## KRISHNA TEJA PHARMACY COLLEGE

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Dr. M.Kishore Babu, M.Pharm, Ph.D.

Principal

7. Commencement, renewal, termination and amendment:

This MOU will come into force upon affixing of the signatures of the representatives of the both organizations and will remain in effect for one (1) year. If either organization wishes to terminate the MOU at the end of the one years' period or in between the period of one year, it must notify the other organization not less than 30 days prior to the expiry of the MOU. The event of termination will not affect participants from completing their activities at the host party already initiated or ongoing unless otherwise mutually agreed.

8. Resolution of Disputes and Governing Law:

In the event of any unforeseen issues or matters not covered herein or any controversy, dispute or difference arising out of or in connection with this MOU, the same shall be resolved amicably by both the organizations. This MOU and further agreements will in all respect be governed by and construed in accordance with the laws of Republic of India.

This MOU shall be signed in counterpart. Each counterpart will constitute an original document and these counterparts taken together, shall constitute one and the same MOU.

9. Tenure and Termination:

This MOU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for one year, and may be continued thereafter after suitable review and agreement. Either institution may terminate the MOU by giving written notice to the other institution one month in advance. Once terminated, neither KTPC nor BCOP will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, KTPC and BCOP will ensure that all activities in progress are allowed to complete successfully.

10. Intellectual Property:

KTPC and BCOP agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MOU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.

Krishna Teja Pharmacy College,

Chadalawada Nagar,

Renuigunta,

Tirupati-517506,

Andhra Pradesh.

India.

PRINCIPAL KRISHNA TEJA PHARMACY COLLEGE CHADALAWADA NAGAR. TIRUPATI

T. goldatough Bapatla College of Pharmacy,

Kothapalem,

Bapatla Guntur,

522101,

India. Bapatte College of Pharmacy Bapatla 522 101



# KRISHNA TEJA PHARMACY COLLEGE

Chadalawada Nagar, Tirupati. AP.
Approved by AICTE & PCI, Affiliated to JNTUA, Accredited by NAAC

## CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE PROUDLY PRESENTED TO

TSMATL TABTBULLA BTAG

FROM Bapatla College of Phormacy Pursuing B. Pharmacy - III years.

FOR HIS/HER PARTICIPATION IN \_\_\_\_\_Shortput \_\_\_\_\_, THE EVENT OF PHARMA FEST DECEMBER 13, 2021

**ORGANIZED BY** 

KRISHNA TEJA PHARMACY COLLEGE

Dr. M. Kishore Babu

PRINCIPAL

T. gobolatousm\_ PRINCIPAL

PRINCIPAL
Bapatla College of Pharmacy
Bapatla 522 101

Dr. V. Jayasankar Reddy

Professor & HOD Department of Pharmacology



## KRISHNA TEJA PHARMACY COLLEGE

Chadalawada Nagar, Tirupati. AP.

Approved by AICTE & PCI, Affiliated to JNTUA, Accredited by NAAC

### CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE PROUDLY PRESENTED TO

C.H. VENKAYAMMA VINDELA

FROMBapilla college of pharmacy Pursuing B. pharmacy III year

FOR HIS/HER PARTICIPATION IN \_\_\_\_\_\_\_\_, THE EVENT OF PHARMA FEST DECEMBER 13, 2021

**ORGANIZED BY** 

KRISHNA TEJA PHARMACY COLLEGE

Dr. M. Kishore Babu

PRINCIPAL

T. grolatoush

Bapatla College of Pharmacy
Bapatla 522 101

Dr. V. Jayasankar Reddy

Professor & HOD Department of Pharmacology



# KRISHNA TEJA PHARMACY COLLEGE

Chadalawada Nagar, Tirupati. AP.
Approved by AICTE & PCI, Affiliated to JNTUA, Accredited by NAAC

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FOR HIS/HER PARTICIPATION IN \_\_\_\_Shotput:\_\_\_\_\_, THE EVENT OF PHARMA FEST DECEMBER 13, 2021

**ORGANIZED BY** 

KRISHNA TEJA PHARMACY COLLEGE

Dr. M. Kishore Babu

PRINCIPAL

T. Grelatoush

PRINCIPAL
Bapatla College of Pharmacy
Bapatla 522 101

Dr. V. Jayasankar Reddy

Professor & HOD Department of Pharmacology



# Bapatla College of Pharmacy

(Sponsored by The Bapatla Education Society and Affiliated to JNTU Kakinada)

## BAPATLA-522101, Bapatla District (A.P.)

Office: 08643-224144, Principal:08643-221407, Email: bcp.principal@gmail.com

# Dr. T.E. GOPALA KRISHNA MURTHY Principal

## MEMORANDUM OF UNDERSTANDING

Between

#### BAPATLA COLLEGE OF PHARMACY

8

## V. V. INSTITUTE OF PHARMACEUTICAL SCIENCES

This Memorandum of Understanding (here in after called as the 'MoU') is entered into on this the 11th day of June, 2021, by and between:

BAPATLA COLLEGE OF PHARMACY, Bapatla College Rd, S.N.P. Agraharam, Bapatla, Andhra Pradesh 522101, the first Party represented herein by its Principal Dr. T. E. Gopala Krishna Murthy.

#### AND

V. V. INSTITUTE OF PHARMACEUTICAL SCIENCES, Gudlavalleru, Krishna Dist, Andhra Pradesh, INDIA. 521356, the second Party represented herein by its Principal Dr. A. Lakshmana Rao.

#### 1. PURPOSE AND SCOPE

This Memorandum of Understanding (MoU) outlines the intentions of the First Party and the Second Party to engage in collaborative activities and initiatives for mutual benefit and advancement of education.



# Bapatla College of Pharmacy

(Sponsored by The Bapatla Education Society and Affiliated to JNTU Kakinada)

# BAPATLA-522101, Bapatla District (A.P.)

Office: 08643-224144, Principal:08643-221407, Email: bcp.principal@gmail.com

## Dr. T.E. GOPALA KRISHNA MURTHY Principal

2. AREAS OF COLLABORATION

The First Party and the Second Party agree to explore opportunities for collaboration in the following areas:

- a. Joint research projects
- b. Faculty and student exchange programs
- c. Sharing of academic resources, including course materials and publications
- d. Joint seminars, workshops, and conferences
- e. Other areas of mutual interest as identified by both parties

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 The First Party shall:
  - a. Provide necessary resources and facilities for agreed-upon activities.
  - b. Designate a point of contact for coordination and communication.
  - c. Share relevant expertise and knowledge for collaborative initiatives.
- 3.2 The Second Party shall:
  - a. Contribute to the collaborative activities as agreed upon.
  - Allocate resources and facilities as required.
  - c. Appoint a point of contact for coordination and communication.

#### 4. DURATION

This MoU shall come into effect on the date of signing and shall remain in force for One year unless terminated earlier by mutual agreement in writing.

GSTIN: 37AAATB6795M1Z2



# Napatla College of Pharmacy

(Sponsored by The Bapatla Education Society and Affiliated to JNTU Kakinada)

## BAPATLA-522101, Bapatla District (A.P.)

Office: 08643-224144, Principal:08643-221407, Email: bcp.principal@gmail.com

# Dr. T.E. GOPALA KRISHNA MURTHY Principal 5. CONFIDENTIALITY

The Parties agree to treat all confidential information exchanged during the collaboration as confidential and shall not disclose it to any third party without prior written consent.

#### 6. AMENDMENTS

Any amendments to this MoU shall be made in writing and agreed upon by both Parties.

#### 7. TERMINATION

Either Party may terminate this MoU by providing written notice 30 days in advance. In the event of termination, ongoing collaborative activities shall be completed as agreed upon.

IN WITNESS WHEREOF, the authorized representatives of the First Party and the Second Party have executed this MoU as of the date 11th day of June, 2021.

For and behalf of

Bapatla College Of Pharmacy

Name: Dr. T. E. Gopala Krishna Murthy

Designation: Professor & Principal

Date: 11th day of June 2021
PRINCIPAL
Tapatla College of Pharmacy
Bapatla 522 101

For and behalf of

V. V. Institute of Pharmaceutical Sciences

Name: Dr. A. Lakshmana Rao

Designation: Professor & Principal

Date: 11th day of June 2021

Dr. A. Lakshmana Rao
PRINCIPAL
V. V. Institute of
Pharmaceutical Sciences
Seshadri Rao Knowledge Village
GUDLAVALLERU - 521 356.



## V. V. INSTITUTE OF PHARMACEUTICAL SCIENCES Seshadri Rao Knowledge Village, Gudlavalleru Post, A.P.

## CERTIFICATE OF PARTICIPATION

> M. Chandana Ms. M. Chandana Coordinator

PRINCIPAL

Bapatla College of Pharmacy

BAPATLA - 522 101.

Dr. A. Lakshmana Rao Principal



## National Biodiversity Authority

राष्ट्रीय जैव विविधता प्राधिकरण

(Statutory body of Winistry of Environment, Forest and Climate Change, Government of India)



J. Justin Mohan, IFS Secretary

★ +91 44 3254 1071

NBA/IPR/Appl/4698/2020-21 4035

5º Floor, CSIR Road, TICEL Bio Park. Taramani, Chennai - 600 113, Tamil Nadu, India. 5 वां तल, शीएलआईआर तेड, टाइसल ढाठी पार्क, लस्मगि, केमई-०००१३ वनिल गडु, भरत.

दिनांक/Date:24/ 2\_/2022

प्रति/To,

Dr. Talasila E Gopala Krishna Murthy

Principal

Bapatla College of Pharmacy,

GBC Road, Kothapalem Bapatla College Road, S.N.P Agraharam,

Bapatla, Andrapradesh-522101

Mob: 09912342094, 8643224144

महोदय/महोदया

Sir/Madam,

विषय: जैविक विविधता नियम 2002 की धारा 6, जिसे जैविक विविधता नियम, 2004 के नियम 18 के साथ पढ़ा जाये, के लिये आईपीआर के आवेदन हेत् अनुमोदन-के बारे में।

Sub: Approval for applying for IPR as per Section 6 of the Biological diversity Act, 2002 read with Rules 18 of the Biological Diversity Rules, 2004-Reg.

संदर्भ/Ref: Application in Form-III No- File No.4698

आपके द्वारा प्रस्तुत फ़ार्म-।।। आवेदन को अनुबंध में निर्धारित शर्तों के अधीन राष्ट्रीय जैव विविधता प्राधिकरण द्वारा अनुमोदित किया गया है।

The Form-III application submitted by you has been approved by the National Biodiversity Authority subject to the conditions laid down in the agreement.

विधिवत निष्पादित अनुबंध की एक प्रतिलिपि आपके संदर्भ और अनुपालन के लिये संलग्न है। यह भी सूचित किया जाता है कि अनुबंध की शतों और जैविक विविधता अधिनियम, 2002 एवं जैविक विविधता नियम, 2004 के अंतर्गत बनाये गये प्रावधानों के भंग होने पर जैदिक विविधता अधिनियम, 2002 की धारा 55, 56 और 57 के अनुसार जुर्माना लगाया जायेगा।

A copy of the duly executed stamp paper agreement is also enclosed herewith for your reference and compliance. It is also to inform that breach of the terms of agreement and provisions of the Biological Diversity Act, 2002 and Biological Diversity Rules, 2004 made thereunder will invite imposition of penalties as per Section 55, 56 & 57 of the Biological Diversity Act, 2002.

कृपया इस पत्राचार की पायती दें।

Please acknowledge receipt of this communications.

भवदीय/ Yours faithfully,

सचिव, एनबीए / Secretary, NBA

संलम्नकः यथोक्त

Encl: As above



76AA 699514
SETTY SURESH KUMAR
Licenced Stamp Vendor
Sub Registrar Office, Bapatla
LNo.3/2014, RI.No.7-20-006/2020 31-12-2022
Bapatla-522 101, Cell: 9492901245

#### AGREEMENT FOR ACCESS AND BENEFIT SHARING

(Form-III – For filing applications for obtaining any Intellectual Property Right)
(Under the Biological Diversity Act, 2002 and Rules, 2004 and Guidelines on ABS Regulations, 2014)

This Agreement is made and entered on this 26th day of June, 2021 at Chennai, India

#### Between

National Biodiversity Authority, a statutory body established under the Biological Diversity Act, 2002, having its head office at 5<sup>th</sup> Floor, TICEL Bio Park, Taramani, Chennai-600 113, Tamil Nadu, India (hereafter "NBA"), acting through and represented by the Secretary, NBA/authorized signatory of NBA, being the person authorised to execute this Agreement.

#### And

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Dr Talasil E Gopala Krishna Murthy, citizen of India, residing at Principal, Bapatla College of Pharmacy, GBC Road, Kothapalem, Bapatla College Rd, S.N.P. Agraharam, Bapatla, Andhra Pradesh 152746), India, hereafter the "Applicant".

Hereafter referred to as the "Parties" and individually as a "Party".

PRINCIPAL

Bapatla College of Pharm sich
BAPATLA 522 101

WHEREAS the NBA is the authority established under the Biological Diversity Act, 2002 (hereafter "the Act") authorised to grant approval for the purpose set forth herein and to determine terms and conditions to secure fair and equitable sharing of benefits arising out of the use of biological resources, knowledge and practices associated with their use;

WHEREAS the Applicant has submitted an application in Form III (Appl.no 4698 dated 26.03.2021) under the Biological Diversity Rules, 2004 (hereafter the "Rules, 2004") to seek prior approval from NBA;

WHEREAS under the Rules and the guidelines on access to biological resources and/or associated knowledge and benefit sharing regulations, 2014 made under the Act, the approval shall be in the form of a written agreement duly executed between the Parties (hereafter the "Agreement");

AND the Parties have entered into this Agreement for access and benefit sharing according to the terms and conditions set out below.

#### NOW the Parties agree as follows:

#### 1. Definition

For the purpose of this Agreement, the expression "Effective Date" shall mean the date on which both the parties sign this Agreement. In case the parties sign on different dates, the effective date shall be the date signed by NBA;

#### 2. Terms and Conditions of the Agreement

#### 2.1 Grant of approval

The NBA hereby grants approval for filing applications for obtaining Intellectual Property Right ("IPR") over the invention as described in Annex B, only in the countries mentioned in Annex D subject to such other terms and conditions set forth in this Agreement.

#### 2.2 Scope and extent

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The approval is limited to the extent and for the purpose for which it is accorded under the appropriate Annexures.

PRINCIPAL Bapatla College of Pharmaco BAPATLA 522 101

T. greatatousta 25/6/21.

#### 2.3 Period

- 2.3.1 Period of Agreement –This Agreement shall remain in force from the effective date of this Agreement till the subsistence of the IPR for which approval was granted.
- 2.3.2 Notwithstanding the above, this Agreement shall remain in force until the applicant fulfils all the obligations as required under this Agreement.

#### 2.4 Transfer to third party or by operation of law

In the event that the IPR of the Applicant is transferred by way of an assignment, licensing or by operation of law (including in cases of death or bankruptcy or dissolution of a company), all rights and obligations under this Agreement shall be binding upon the assignee or licensee or legal representative or the person to whom the IPR devolves as the case may be.

In the case of above eventuality, the legal representative or the assignee or licensee or the person to whom the IPR has devolved shall intimate and submit such relevant documents to NBA within sixty days of the happening of such event. Upon receiving such intimation, NBA may amend the agreement under clause 13 of this Agreement so as to ensure fair and equitable benefit sharing.

#### 3. Obligations of the Applicant

- 3.1. The Applicant shall share benefits as stipulated under Schedule A.
- 3.2 The permission granted to the Applicant is limited to that granted by the NBA in Annex-B of Schedule B of this Agreement. All other activities of the Applicant, which require NBA's prior approval, will need to be applied separately in the concerned Form under Rules, 2004. Further, the Applicant shall intimate to the NBA in the event of seeking IPR in other territories and thereafter the Agreement's annex will be suitably amended.
- 3.3 The Applicant shall abide by all the terms and conditions of the Agreement and other related legislations in force including any clearances required from the concerned authorities, such as the Chief Wildlife Warden in protected areas and forest authorities in other forest areas.

3.4 The Applicant shall, in the event that the Applicant forms a body corporate, association or organization under section 3(2) (c), intimate the same and submit all the related documents to NBA within 90 days from the completion of that event. Subsequent to the said intimation, NBA shall decide whether this Agreement shall be amended as per clause 13 or a fresh approval is required. NBA's decision in this regard shall be final.

T. Salatorisha 25/6/21, PRINCIPAL

Bapatla College of Pharm Sc.

- 3.5 The Applicant shall have India as its first source of supply and/or cultivation of biological resources for the commercialization of IPR as the case may be.
- 3.6 The Applicant shall in the event of any breach of this Agreement pay such compensation commensurate with the damage incurred to the Republic of India or to the benefit claimers as decided by the appropriate forum.
- 3.7 The Applicant shall keep all the relevant records that serve as a proof of the monetary benefits shared by the Applicant with NBA or the concerned benefit claimers as the case may be, together with supporting documents. This may be submitted to NBA as specified from time to time and such records shall be retained for at least three (3) years after the termination of this Agreement.
- 3.8 NBA shall have the right to regulate /monitor the activities approved under this Agreement, by itself or through any appropriate agency as it may deem fit.
- 3.9 Whenever the Applicant requires to access biological resources for commercial utilization of the IPR for which approval is granted under this Agreement, the Applicant shall take prior approval of NBA under Form I of the Rules, 2004 or the respective form of the concerned State biodiversity rules.
- 3.10 The Applicant shall notify in writing to the NBA about the grant of IPR and the assignment or licensing of such IPR, if any, in each of the countries/territories as specified in Annex D, within60 days from the date of grant of the said IPR.
- 3.11 The Applicant shall, in case of any modification or improvement or commercialization of the invention/ product/process of the IPR, intimate to NBA within 45 days of the happening of such event. Based on such intimation, NBA may decide to review the earlier approval and its decision shall be final.
- 3.12 The Applicant, in the event of decision to withdraw or abandon the patent application, shall intimate to NBA within 45 days of the happening of such event.

#### 3.13 Status Reports

3.13.1 The Applicant shall submit a status report for each reporting year not later than two months of the end of each reporting year in the prescribed format of NBA.

3.13.2 During the subsistence of this Agreement, the Applicant shall submit separate status reports in relation to each of the countries/territories mentioned in Annex D for each reporting year in the prescribed format of NBA. This shall be converged to the countries of the end of each reporting year.

3.13.3 Non-submission of the status reports within the stipulated time period in relation to any of the countries/territories mentioned in Annex D will be construed as a breach for which penalty may be imposed by NBA under clause 6 of this Agreement?

PRINCIPAL BAPATLA 522 101

3.13.4 The Applicant shall submit a copy of Form 27 of the Indian Patent Rules, 2015 within one month of submitting the same to the Patent Office.

#### 4. Fair and Equitable Benefit Sharing

- 4.1 The Applicant shall share benefits as per Schedule A in monetary and/or non-monetary mode.
- 4.2 The Applicant shall make the payment preferably by way of demand draft or any other approved mode of payment and the same shall be drawn in the name of "National Biodiversity Fund".

#### 5. Written Notice

5.1 Any communication including serving notices under this Agreement, shall be in writing and communicated by Registered post with acknowledgement due or e-mail or fax in the address mentioned hereunder.

#### If to NBA:

The Secretary, NBA, 5th Floor, TICEL Bio Park, Taramani, Chennai-600 113, Tamil Nadu, India. secretary@nba.nic.in

#### If to the Applicant

Dr Talasil E Gopala Krishna Murthy, Principal, Bapatla College of Pharmacy, GBC Road, Kothapalem, Bapatla College Rd, S.N.P. Agraharam, Bapatla, Andhra Pradesh – 522 101, India.

Mobile number: 9912342094; 8643224144

Email: bcp.principal@gmail.com

- 5.2 Notice is deemed to have been given if duly communicated in accordance with the Indian Contract Act, 1872 and the Information Technology Act, 2000 and related Indian legislations.
- 5.3 Any change in the address/email address/fax of the Parties shall be notified to the other Party within 15 days of such change by way of a notice.

#### 6. Procedure for imposing penalty in case of breach.

6.1 If NBA has prima facie evidence to the effect that the Applicant has committed a breach of any of the terms of this Agreement, NBA shall send a written notice to the Applicant communicating the default or details of the breach within 30 days of the discovery of that event, giving an opportunity to be heard to the Applicant.

The Applicant shall within 30 days from the date of serving of such notice respond in writing to NBA.

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- 6.3 Upon receiving such explanation from the Applicant, NBA shall take into account the explanation and decide if there is a breach committed by Applicant or not. In the event that the NBA does not receive such explanation from the Applicant, NBA shall send final notice to the Applicant. If the Applicant responds within 30 days, NBA shall be taken into account the explanation and decide on the breach. If the Applicant does not respond within 30 days, the Applicant will be deemed to be in breach of this Agreement.
- 6.4 In the event that the Applicant does not respond to the final opportunity given by NBA or in the event that NBA decides that there is a breach of this Agreement, NBA has the power to issue any order executable under section 53 of the Act including imposition of penalty of a sum which may extend to one lakh rupees as determined by NBA from time to time and in addition direct the Applicant to pay such compensation commensurate with the damage incurred by the Republic of India or the benefit claimers.
- 6.5 Penalties imposed by NBA under this clause shall be in addition to any recovery of any monetary benefits due, compliance with directions or orders issued by NBA and without prejudice to any other rights under this Agreement.
- 6.6 Notwithstanding any of the clauses above, in addition to imposition of penalty, if the breach or default committed by the Applicant amounts to violation of any of the provisions of the Act, appropriate legal proceedings shall be initiated under Section 61 of the Act.

#### 7. Termination and Revocation

- 7.1 Subject to clause 2.3, the Agreement shall stand automatically terminated on the completion of the period agreed to between the Parties including the period of extension agreed to, if any. On termination, the Applicant shall comply with obligation under clause 7.3.
- 7.2 During the subsistence of this Agreement, the Applicant shall have an option to initiate termination of this Agreement by sending a request to NBA in the form of a notice stating valid reasons for the same. On receipt of the same, it shall be the discretion of NBA to accept the reasons specified by the Applicant or not. In the event of its decision to terminate, NBA shall intimate to the applicant by way of a notice within 90 days of making the decision. On receipt of such a notice from NBA, the applicant shall comply with clause 8.3.
- 7.3 Upon termination of the Agreement, the Applicant shall pay all outstanding dues including the benefit sharing amount and submit status report dues, if any, due until there by the Applicant within 45 days of the date of termination of this Agreement.

7.4 NBA may withdraw the approval granted and revoke this Agreement in case of decurrence of any of the conditions mentioned in Rule 15 of the Rules, 2004 or if the applicant performs activities contrary to any restriction or prohibition imposed by NBA or under the Act and Rules, 2004.

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#### 8. Liabilities and Indemnification

- 8.1 NBA shall not be liable for any loss or damage whatsoever caused to the Applicant due to revocation of approval for access and/or termination of this Agreement on any grounds whatsoever.
- 8.2 The Applicant shall be solely responsible for any claims by third parties arising from the Applicant's acts or omissions in the course of performing this Agreement and under no circumstances shall the NBA be held responsible or liable for any claims by such third parties.
- 8.3 The Applicant shall pay such sum for breach committed by the Applicant as determined by NBA under clause 6 of this Agreement which is in addition to the compensation commensurate with the damage incurred by the Republic of India or the benefit claimers that the Applicant is liable to pay as decided by the appropriate forum.
- 8.4 The Applicant shall indemnify and save NBA and its employees, members and officers, from and against all claims, demands, losses, damages, costs (including attorney fees), actions, suits or other proceedings, all in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the Applicant, its employees or agents, (whether by reason of negligence or otherwise) in the performance by or on behalf of the Applicant of the provisions of this Agreement or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of this Agreement.

#### 9. Confidentiality

- 9.1 Upon request from the Applicant, NBA shall keep as confidential that information which is desired to be kept as confidential by the Applicant.
- 9.2 Notwithstanding the above, confidential information may be disclosed by NBA to the extent required by any law or regulation or order of any authority established by law having jurisdiction over any of the Parties or in the opinion of NBA such disclosure becomes necessary to deal with any emergency situations, or national or public interest.

#### 10. Arbitration

10.1 In case any dispute or difference arises out of the interpretation of any clauses of the Agreement, either of the Parties may give the other Party a notice clearly identifying and providing details of the dispute. On receipt of such notice by the other Party, the Parties shall try to settle such dispute/difference amicably between their by negotiating in good faith within 30 days of the receipt of such notice.

10.2 If the dispute or difference is not resolved by such negotiations within the period mentioned, the dispute or difference shall be referred to the sole arbitrator appointed by NBA.

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- 10.3 The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The place of arbitration shall be Chennai, India.
- 10.4 The award of the Arbitrator shall be final, conclusive and binding on the Parties. The Arbitrator shall be competent to decide whether any matter or dispute or difference referred to him falls within the purview of arbitration.

#### 11. Governing Law and Jurisdiction

- 11.1 This Agreement is governed by and is to be construed in accordance with the laws of India without regard to the principles of conflicts of laws subject to the provisions of arbitration clauses to this Agreement.
- 11.2 In the event of a dispute or difference not settled through arbitration as specified in clause 11, the Parties shall irrevocably and unconditionally submit to the appropriate court of jurisdiction in Chennai.
- 11.3 As regards all other aspects and the terms and conditions not provided for this in this Agreement, they shall be governed by the provisions of the Act read with Rules and Regulations made thereunder.
- 11.4 This Agreement shall not in any way constitute or be presumed to constitute a partnership or a joint venture or a joint enterprise in any way or for any purpose between the Parties hereto or make the parties in any way liable as partners of or as agents for one another.

#### 12. Severability

- 12.1 If any part of this Agreement is declared or held improper or unjustifiable or invalid by a Court of Law for any reason, the deficiency or invalidity of that part shall not affect the validity of the remainder which will continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
- 12.2 However, the remainder of the Agreement shall not come into force unless the remainder is consistent with the declaration or order or judgment of the Court.

#### 13. Amendment

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No amendment to this Agreement shall be valid or binding upon the Parties, unless agreed upon by the Parties, in writing, and signed on behalf of each Party by their duly and legally authorized persons and such amendment shall be made as a supplementary agreement along with Annexes, as applicable.

14 Entirety of Agreement: This Agreement constitutes the culmination of all prior negotiations, understanding, representations and commitments and sets down the complete terms and conditions of Agreement between the parties as to the subject matter.

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#### 15. Annex and Schedules

- a. The Schedules and their Annexes attached to this Agreement or Schedule that may be added subsequently by way of an amendment under the provisions of this Agreement shall form an integral part of this Agreement and shall be binding on the Parties.
- This Agreement has been executed in duplicate, each of which shall be deemed to be original; one shall be retained by the NBA and other by the Applicant and both shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have signed in this Agreement on the day month and the year aforesaid in this Agreement.

\$ 18/2/do22

(S/d with date)

T. Gradaforest

med by the Authorized person of the Authority

Signed by the Applicants

For National Biodiversity Authority

Witnesses

Signature

Address

Name

Dr. M. SUNDAR RAJAN

Consultant - Legal Affairs National Biodiversity Authority

Taramani, Chennai

2. Signature

Name

Address

के. सिद्धरस / K. Chitrarasu सलाहकार (विधि) / Advisor(Law) राष्ट्रीय जेव विविधता प्राधिकरण

National Biodiversity Authority भारत सरकार / Govt. of India

5वां तल, टायसल बायोपाकं / 5th Floor, TICEL BioparkCollege of Pharmacy, Bapatla-सीएसआईआर रोड / CSIR Road, तरमणि, चेन्नई / Taramani, Chennai-600113.

For the Applicant

Witnesses

1. Signature Ch - Switners

Name: Y. Sushma

Address: Asst. Professor, Bapatla College of Pharmacy, Bapatla-522101, Guntur Dist., A.P.

Name: T. Vijay Sekhar

Address: Jr. Assistant, Bapatla

522101, Guntur Dist., A.P.

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#### NBA application no 4698

#### SCHEDULE A - BENEFIT SHARING COMPONENT

- (i) Where the applicant himself commercializes the process/product/innovation, the monetary benefit sharing shall be 0.2% on the annual gross ex-factory sale minus government taxes.
- (ii) Where the applicant assigns/licenses the process/product/innovation to a third party for commercialization, the applicant shall pay to NBA 3.0% of the fee received (in any form including the license/assignee fee) and 2.0% of the royalty amount received annually from the assignee/licensee.

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#### NBA application no 4698 Schedule B, Annex- A

S.No.	Common name	Scientific name	Part of biological resource used	Source of access	Geographical Location of Access (Village, Taluk, District and State /Contact address of the Local vendor/market).	
1	Pitscalegrass	Mnesithea granularis	Leaf	Wild	Village: Madanapalli Taluk: Madanapalli District: Chitoor State: Andhra Pradesh	

The details of the bio resources used in the invention shall be mentioned in the prescribed format:

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#### Annexure-B

Details of the Invention and the patent application number in case patent has been filed



Office of the Controller General of Patents. Designs & Trade Marks Department of Industrial Policy & Promotion, Ministry of Commerce & Industry, Government of India



Application Details				
APPLICATION NUMBER	201641009739			
APPLICATION TYPE	ORDINARY APPLICATION			
DATE OF FILING	21/03/2016			
APPLICANT NAME	DR.TALASILA ESWARA GOPALA KRISHNA MURTHY			
TITLE OF INVENTION	PHARMACEUTICAL COMPOSITIONS COMPRISING NARINGIN ISOLATED FROM MNESITHEA GRANULARIS			
FIELD OF INVENTION	CHEMICAL			
E-MAIL (As Per Record)				
ADDITIONAL-EMAIL (As Per Record)	bcp.principal@gmail.com			
E-MAIL (UPDATED Online)				
PRIORITY DATE				
REQUEST FOR EXAMINATION DATE	01/01/2018			
PUBLICATION DATE (U/S 11A)	22/09/2017			

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#### Annexure-C

Authorization made by the Applicant (if any) for signing the Agreement and / or filing IPR

Answer: ---- Not Applicable ----

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Annexure-D

Name of the countries / territories where IPR over the invention is sought to be taken.

Answer: India

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## PERMIT OR ITS EQUIVALENT CONSTITUTING AN INTERNATIONALLY RECOGNIZED CERTIFICATE OF COMPLIANCE (IRCC)

Internationally Recognised Certificate of Compliance (IRCC) is a globally recognised compliance certificate that serves as an evidence of the decision by the Parties to grant permit to the Applicant. The permit issued by the National Biodiversity Authority (the competent national authority under the Nagoya Protocol) will facilitate generation of IRCC and will be published online in the Access and Benefit Sharing Clearing House (ABSCH) (https://absch.cbd.int/)

By procuring an IRCC, the Applicant can globally demonstrate their legal compliance with the domestic Access and Benefit Sharing (ABS) legislation (in the present case with the Biological Diversity Act, 2002 and Rules, 2004). Applicant can also keep certain information confidential, as the IRCC document is publicly available. For this purpose, the Applicant shall fill in the following details as given in the table below:

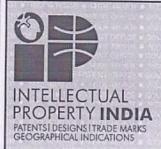
S.N o	Particulars	Details about the nature of information (Please mention YES or NO in the box)		
1	Name of the Applicant Dr. T E Gopala Krishna Murthy	Do you require your name to be kept confidential?		
2	Subject matter of approval Pharmaceutical compositions comprising Naringin isolated from Mnesithea granularis			
3	Keywords that describe the subject matter of approval Naringin, Mnesithea granularis  Do you require the keywords that describes indicates the biological resources/ knowledge f which the approval was given to be ke confidential?  No			
4	Type of activity to be undertaken using the subject matter of approval Anti-Diabetic Activity	Do you require the activity (research/commercial utilisation/bio-survey and bio-utilisation/IPR/transfer of biological resources/knowledge) to be carried out using the approved biological resources/knowledge to be kept confidential?  Yes		

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Applicants Signature 6 2.

Bapatla College of Pharm

Disclaimer: Please note that the above format does not constitute an access permit in the fond 8411/101 validates the permit.





भारत सरकार GOVERNMENT OF INDIA पेटेंट कार्यालय THE PATENT OFFICE पेटेंट प्रमाणपत्र PATENT CERTIFICATE (Rule 74 of The Patents Rules) क्रमांक : 044152269 SL No :



पेटेंट सं. / Patent No.

428484

आवेदन सं. / Application No.

201641009739

फाइल करने की तारीख / Date of Filing

21/03/2016

पेटेंटी / Patentee

DR. TALASILA ESWARA GOPALA KRISHNA MURTHY

प्रमाणित किया जाता है कि पेटेंटी को, उपरोक्त आवेदन में यथाप्रकटित PHARMACEUTICAL COMPOSITIONS COMPRISING NARINGIN ISOLATED FROM MNESITHEA GRANULARIS नामक आविष्कार के लिए, पेटेंट अधिनियम, 1970 के उपबंधों के अनुसार आज तारीख मार्च 2016 के इक्कीसवें दिन से बीस वर्ष की अविध के लिए पेटेंट अनुदत्त किया गया है।

It is hereby certified that a patent has been granted to the patentee for an invention entitled PHARMACEUTICAL COMPOSITIONS COMPRISING NARINGIN ISOLATED FROM MNESITHEA GRANULARIS as disclosed in the above mentioned application for the term of 20 years from the 21st day of March 2016 in accordance with the provisions of the Patents Act,1970.

INTELLECTUAL

ROPERTY INDIA



अनुदान की तारीख : Date of Grant :

06/04/2023

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Bapatla College of Pharmacy
Bapatla 522 101

पटेट निश्नक Controller of Patent

टिप्पणी - इस पेटेंट के नवीकरण के लिए फीस, यदि इसे बनाए रखा जाना है, मार्च 2018 के इक्कीसवें दिन को और उसके पश्चात प्रत्येक वर्ष में उसी दिन देय होगी।

Note. - The fees for renewal of this patent, if it is to be maintained will fall / has fallen due on 21<sup>st</sup> day of March 2018 and on the same day in every year thereafter.

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") has been agreed, made and executed on thls 28<sup>th</sup> day of July 2021(Execution Date)

#### Between

HEARTFULNESS EDUCATION TRUST, a registered trust having its registered office at No. 40-15-9/12, Nandamuri Road, Venkateswarapuram Post Office, Vijayawadada - 520010, Andhra Pradesh, India (hereinafter referred to as "HET", which expression shall unless repugnant to the context and meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns);

#### And

BAPATLA COLLEGE OF PHARMACY, BAPATLA (BCOP) established by Bapatla Education society, which has been imparting high quality Pharmacy Education and Research since 1995. The institute has been offering four years bachelor's degree in Pharmacy (B. Pharmacy), two years Postgraduate Degree in Pharmacy (M.Pharmacy) with specializations in Pharmaceutics, Pharmaceutial Chemistry & Quality Assurance and Pharmacology, permanently affiliated to Jawaharlal Nehru Technological University, Kakinada. The campus is located at Kothapalem in the outskirts of Bapatla town.

(HET and BAPATLA COLLEGE OF PHARMACY, BAPATLA shall herein after be collectively referred to as the "Parties" and Individually referred to as "Party" in this MOU)

#### WHEREAS:

- i) HET 1s a public charitable trust registered under the Indian Trust Act, 1882 with an objective to impart Heartfulness approach to various wellness programmes including relaxation, meditation, value based educational programmes for schools, colleges, government organizations, corporate etc., made available to all who are willingly interested in individual development and wellbeing. HET Is also engaged in conducting various Teachers' training programmes in collaboration with Certain State Governments/ Education Institutions.
- ii) HET through Its Heartfulness Initiatives offers a way for balanced living through various meditation techniques. These simple and effective techniques gradually imbibe feelings of discipline, empathy, brotherhood, leading to mental, spiritual, and psychological well-being, helping an individual to transform not only inwardly but also his/ her attitudes, and dealings with society at large.
- iii) BAPATLA COLLEGE OF PHARMACY, BAPATLA, GUNTUR DISTRICT, ANDHRA PRADESH intends to procure training and experiential learning services provided by HET on the terms agreed to herein, in order to stimulate and facilitate the development of programmes / modules which serve to enhance educational, social, spiritual & emotional development of students. Further, HET and BCOP in support of their interest in the field of education are desirous of promoting mutual cooperation by organizing and conducting

educational workshops for mental, spiritual and psychological well-being of Its students and desire to extend the basis for friendly and cooperative collaboration by way of this MOU.

# NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER: 1. PURPOSE AND OBJECTIVES

- 1.1 BAPATLA COLLEGE OF PHARMACY, BAPATLA, GUNTUR DISTRICT, ANDHRA PRADESH deslres to create a precedent by offering suitable and pertinent learning and offerings to its students so as to enable them to lead their lives with purpose and be of help to the society at large. Bapatla College of Pharmacy, Bapatla has represented that it is a leading institution affiliated to Jawaharlal Nehru Technological University that offers high quality education and its priority is to provide Its students values, inner development enabling them to perform better in them education & be leaders in Nation building. II seeks to provide its students basic life skills to manage challenges in their relationships, avoid Intoxicating abuses, digital dependence and deal with stress of modern life. It aims to enable their students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfillment. This will directly enhance their academic and work performance and create a harmonious environment within Bapatla College of Pharmacy, Bapatla, Guntur District, Andhra Pradesh.
- 1.2 HET has agreed to be helpful in such mission through its offerings as listed out In Schedule 1 ("Offerings"). [HET may also conduct a thorough teacher and administrative staff training program In Heartfulness approach for their inner development so as to enable them to encourage students in this program].
- 1.3 Bath the Parties, hereby express their commitment to collaborate with each other to conduct (I) educational (II) Heartfulness relaxation, meditation and (iii) other connected wellness workshops to help students and teachers to regulate their minds, moderate tendencies, increase their concentration, sharpen the use of their will, introspect and self analyse and accept people and situations in general. Through such workshops and offerings of HET, they intend to help the students to improve their learning skills and behaviour, and inculcate humility, emotional maturity, confidence, stress management, self-awareness and most importantly, develop a sense of purpose towards life.

#### 2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator ("Facilitators") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the purpose and objectives envisioned under this MOU.

#### 3. RESOURCES

3.1 Bapatla College of Pharmacy, Bapatla shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HET, by establishing (I) heartfulness corner in their Library, and (II) meditation practice room by providing such audio-visual equipment and other facilities as shall be required for conduct of the workshops and/or programmes with respect to the offerings.

- 3.2 HET shall nominate such teachers, trainers and support staff as it deems necessary for conducting and providing training to participants at these workshops and programs pursuant to this MOU.
- 3.3. HET shall provide support to orient National Institute of Technology Andhra Pradesh's teachers to conduct the sessions as advised by HET for the students at Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh and shall provide such external support as required. Through these Offerings HET will make students at Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh understand values and their role in improving the quality of their life and enable them to impart spiritual training as an extended activity in its institutions as and when feasible.
- 3.4. The Parties agree to distribute reading materials/ promotional/ literature to the participants, through any means including but not limited to audio and/or video recordings, books and magazines as deemed fit by HET. HET shall share the content of such reading materials, literature, video and other such material with Bapatla college of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh, before distributing the same to the participants.
- 3.5. The Parties further agree that at HET's discretion, they shall set up stalls at the program venue to distribute promotional items including but not limited to clothing, apparel, mementoes, brochures, other merchandise and/or articles and details of the programme etc.
- 3.6. The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by HET which will be adhered to by HET during the term of this MOU.

# 4. OTHER OBLZCATIONS OF BAPATLA COLLEGE OF PHARMACY, BAPATLA, GUNTUR DISTRICT, ANDHRA PRADESH

4.1. Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh shall extensively promote HET offerings so that greater populace of students in National Institute of Technology Andhra Pradesh shall benefit from this Initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh may make all or any part of the offerings, as applicable, a part of their curriculum for the students on a mutually agreed basis between the Parties.

#### 4.2. Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh shall:

- Take initiatives such that its students shall attend the sessions conducted by HET with an objective to help them develop ideal value Systems within to make them global citizens;
- II) Facilitate students to integrate and Imbibe such values Into their lives and education;
- iii) Jointly conduct surveys at regular intervals to find the effectiveness of the programs conducted pursuant to this MOU;
- iv) Encourage its students, faculty, staff and administration to share written, audio and/or video testimonials with respect to any training programs, workshops or seminars conducted by HET

#### 5. FINANCIAL UNDERSTANDING

- 5.1. HET shall provide its services with respect to Heartfulness meditation practices on free of charge basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited training programs, workshops and faculty shall be on a charged in the following manner. Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh shall bear the expenses:
- Relating to the offerings in terms of material, recommended readings, library heartfulness corner, meditation room(s) to be used by students and teachers at Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh shall be borne by Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh and the same would be set up as per the recommendations made by HET.
- For training programs for faculty and students organized at HET centers, wherein an appropriate per diem expense would be undertaken by Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh for boarding and lodging of the participants.

#### 5.2 Logistic:

Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh shall reimburse all expenses with respect to (I) all actual to and from travel expenses, including but not limited to train, bus, flight and taxi, borne by all the HET trainers and special guests who are invited to Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh for conducting sessions / programs, (ii) food and (iii) other miscellaneous expense shall be reimbursed. Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh shall provide accommodation facilities to such trainers and special guests. HET shall provide such guidelines as necessary.

#### 6. TERM

- 6.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh or such other premises as may be mutually agreed upon in writing.
- 6.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of one year thereafter.
- 6.3. This MOU shall terminate after completion of the term of one year from the Execution Date, without any financial obligations of Parties, except for any pending reimbursements and costs as provided herein.
- 6.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.
- 6.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.
- 6.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.

## 7. ASSIGNMENT

This MOU Is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

## 8. INTELLECTUAL PROPERTY

- 8.1 Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.
- All Intellectual property rights Including all (I) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, works, (II) trade secrets and other confidential Information, (iii) patents, patent disclosures and all rights imaggrentions (whether patentable or not), (iv) moral rights, and trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and Industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect ("IPR") with respect to(a) "Heartfulness", (b) "Heartfulness Relaxation", (c) "Heartfulness meditation", (d) "Heartfulness Cleaning", their techniques and/or connected procedures therein and (d) the title and content/modules or any other information shared with Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh, it's staff, students and teachers, as the case may be, as part of the Offerings of HET, and (e) other trademarks belonging to HET or of those of its associates, (collectively referred to as "Heartfulness IP") as and when used by HET under license shall always vest with HET or Its associates, as applicable. HET reserves the right to use the same internally or externally at its sole discretion.
  - 8.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh. Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh shall only use such Heartfulness IP or any part thereof, in the manner and form previously approved in writing by HET and in coordination with and assistance of HET authorized representatives.
  - 8.4. HET reserves the right to modify, change or improve such Heartfulness IP in the manner it deems fit and implement such changed versions of Heartfulness IP or wellness techniques at anytime during the term of this MOU.
  - 8.5. The Parties agrees that all ownership rights in any and all testimonials submitted In accordance with Clause 4.2 (iv) above shall vest with HET.

### 9. INDEMNITY

9.1. Except for cost reimbursements, the services provided by HET with respect to the offerings are on a mutual basis and free of cost. Only willing participants for their own wellbeing / self-development are required to participate. Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh for development of its students make the HET programs, modules and/or workshops as part of its curriculum. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability to anybody who participates and therefore no damage can arise there from. No indemnity is therefore provided herein. The Parties agree that that HET programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.

In the event Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh breaches the terms of Clause 8 (Intellectual property) of this MOU, HET shall be entitled to seek specific performance against Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh for performance of its obligations under Clause 8 (Intellectual property) of this MOU in addition to any and all other legal or equitable remedies available to it.

## 10. GOVERNING LAW, JURISDICTION & ARBITRATION

10.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India, In case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within [\* days], falling which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be English and place of arbitration shall be Vljayawada, Andhra Pradesh.

10.2. Subject to the arbitration Clause :t0.1 above, the courts of competent jurisdiction at Vijâyawada shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

#### 11. M1SCELLANEOUS

- i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.
- ii) This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver or any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.
- (iii) This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this agreement.
- (iv) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.
- (vi) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.
- (vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between HET and Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It is on principle to principle basis.

#### SCHEDULE-1

#### Scope of Work

Heartfulness Education Trust (HET) shall offer the folioing programs specifically developed for specific needs of the University

- 1. Staff Training: HET shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh at its campus. Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh at its sole discretion make It compulsory for their faculty/staff. Initially, this would be a three-day program to introduce the Hearfulness Meditation Practice and how it can be integrated into best education practices. This wellness program can also be of fered offered at Kanha Shantl Vanam, the world headquarters of Heartfulness located near Chegur village, Ranga Reddy district with a residential programme facility on mutually agreed basis.
- 2. In-depth Faculty Training on Heartfulness Curricula: Following initial introduction, interested faculty would be provided a longer duration In- depth teacher training program to further enhance and develop the Heartfulness tools and Curricula. This program would be developed suitably by Heartfulness Education Trust and made available at Kanha Shanti Vanam / Heartfulness centres or on Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh campus on an ongoing basis on agreed intervals during the term of this MOU.
- 3. HELM (Heartfuiness Enabled Leadership mastery) curriculum for students: HET shall choose a college on Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh campus to begin an In-depth training for students. This would cover a [3 day] induction program and a [16-week] life-skills course which will be followed by subsequent foundational leadership programs such as 'Discover', 'Develop', 'Deepen', 'Dedicate' etc which can be included as credit courses. These are core Heartfulness programs conducted by certified Heartfulness trainers which will be experiential sessions of 60-90 minutes for each student group.
- Internships for students: Faculty offering 'Heartful Electives' can design projects that aim to integrate ethical and contemplative aspects into particular student projects.
- 5. Leadership conclave/Roundtable on Heartfulnsss Leaderships: HET shall conduct a 3-day workshop for the senior management of Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh, including and limited to the VIce- Chancellors, Registrars of Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh to focus on the relationship between meditation and education.
- 6. H.E.A.R. T: HET shall conduct a workshop for the faculty at Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh, to inspire them to teach in a reflective manner and also to help them integrate meditative aspects to their course design.
- 7. Heartfulness Meditation Workshop: HET shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at Bapatla College of Pharmacy, Bapatla, Guntur Dist, Andhra Pradesh through a 3-day experiential workshop.
- 8. Inner Well Being Workshop. HET shall introduce the experience of Heartfulness Meditation to counselors and/or peer counselors and provide them with techniques to help students handle situation in a calmer manner, through a 3-day workshop.

IN WITNESS WHERE OF the Parties here to have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

FOR
HEARTFULNESS
EDUCATION TRUST
SRI S. RAMAKOTESWARA RAO
rksunkara@gmail.com
GUNTUR DISTRICT, A.P.
ZONAL COORDINATOR

For BAPATLA COLLEGE OF PHARMACY BAPATLA POST GUNTUR DISTRICT, A.P.

PRINCIPAL

Date: 29/07/21

PRINCIPAL
Bapatla College of Pham sev
BAPATLA 522 101.

Witnesses:

1. M. Malle Swart.

2. S. Shobba









# Bapatla College of Pharmacy

(Sponsored by The Bapatla Education Society and Affiliated to JNTU Kakinada)

## BAPATLA-522101, Bapatla District (A.P.)

Office: 08643-224144, Principal:08643-221407, Email: bcp.principal@gmail.com

## Dr. T.E. GOPALA KRISHNA MURTHY Principal

#### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is (hereinafter called as the 'MOU') IS ENTERED into on this 16<sup>th</sup> day of September Two Thousand Twenty One.

#### BY AND BETWEEN

Bapatla College of Pharmacy, Kothapalem, GBC Road, Bapatla, Guntur (Dist.), Andhra Pradesh-522101, which is represented herein by its principal Prof. & Dr. T. E. Gopala Krishna Murthy (herein after referred as First party, the Institution which expression, unless excluded by or repugnant to the subject or context shall include its successors- in office, administrators and assigns).

#### AND

NRI College of pharmacy, Pothavarappadu, Agiripalli Mandal, Krishna District, Andhra Pradesh-521212, Affiliated to JNTUK, KAKINADA the second Party represented herein by its principal Dr.Y.Ankamma Chowdary referred as second party.

#### The objectives of the MOU are:

- a. To promote and enhance academic interest between two institutions.
- b. To promote research and continuing education activities between institutions.
- c. To encourage students to participate in conference, workshops and short term courses.
- d. To utilize the expertise of senior faculty as Resource Persons.
- e. To plan a joint research and collaborative activity on mutual benefits.
- To facilitate usage of academic infrastructure for students and faculty members on mutual basis.

#### Terms and conditions:

- This MOU will be in force from the date up to One year it is signed by representatives of two institutions.
- b. This agreement does not involve any financial transactions between the two parties.
- c. The agreement will be in legitimacy for a period of One year from the day of signing of this agreement, until it is expressed terminated by either party on mutually agreed terms, as the case may be, will take effective steps for implementation of this MOU.
- d. Both the parties may terminate this MOU upon 30 calendar days notice in writing. In the event of termination, both parties have to discharge their obligations.

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AGREED

Authorized signatory with seal

T. Bolalatowskin

PRINCIPAL Bapatia College of Pharmacy Bapatia 522 101 Authorized signatory with seal

(y d cerandory

PRINCIPAL
NRI College of Pharmacy
POTHAVARAPPADU (V)
Agiripelli (M), Krishna District

#### Address of Party One:

Bapatla College of Pharmacy, Kothapalem, GBC Road, Bapatla-522101 (Dist), Andhra PradeshAddress of Party Two:

NRI College of pharmacy, Pothavarappadu village, Agiripalli Mandal, Krishna District, Andhra Pradesh-521212



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#### MEMORANDUM OF UNDERSTANDING BETWEEN

SUCCOUR PHARMA, VASAN NAGAR, CUDDALORE ROAD, MUDHALIARPET, PUDUCHERRY.

#### AND

#### BAPATLA COLLEGE OF PHARMACY, BAPATLA, A.P.

SUCCOUR PHARMA, No.3, Vasan Nagar, Cuddalore Road, Mudhaliarpet, Puducherry, represented by its Proprietor Ganna Anitha having its registered office at No.3, Vasan Nagar, Cuddalore Road, Mudhaliarpet, Puducherry-605004 hereinafter called Succour Pharma as the FIRST PARTY, (which expressions shall unless excluded by or repugnant to the context mean and include its successors and assigns)

#### AND

BAPATLA COLLEGE PHARMACY, G.B.C. Road, Kothapalem, Bapatla Post Office, Guntur District, Andhra Pradesh, represented by Dr. T E Gopala Krishna Murthy, Principal hereinafter called BCOP as the SECOND PARTY (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns).

This Memorandum of Understanding (MOU) specifies a framework of co-operation and collaboration between Succour Pharma and BCOP for exchanging knowledge and facilities for mutual development and benefit.

GANNA ANITHA
PROPRIETOR
SUCCOUR PHARMA

Dr. TE GOPALA KRISHNA MURTHY
PRINCIPAL

BAPATLA COLLEGE OF PHARMACY

## BAPATLA COLLEGE OF PHARMACY

(Sponsored by Bapatla Education Society), (Recognized by A.I.C.T.E& PCI) (Affiliated to Jawaharlal Nehru Technological University, Kakinada) Bapatla, Bapatla (Dist), Andhra Pradesh-522101



The speaker G. Anitha, Director of Succor Pharmaceuticals was gave her guest lecture on 01/12/2021 regarding "New trends on Method validations with regulatory requirements".



## Dr.Sandeep's న్యూరో కేర్ & కౌన్సిలింగ్ సెంటర్

డా: సందీప్ పేర్లి

M.B.B.S,MD(NEUROPSYCHIATRY)

నరములు మరియు మానసిక వైద్యనిపుణులు సెక్స్ స్పెషలిస్ట్

Regd no:76042

#### MEMORANDUM OF UNDERSTANDING

Between

Bapatla College of Pharmacy, Bapatla, A.P.

S

Sandeep's Neurocare, Bapatla, AP.

This Memorandum of understanding (hereinafter called as "MOU") is entered from this 05th March 2022, by and between:

Bapatla College of Pharmacy, Bapatla College Rd, S.N.P. Agraharam, Bapatla, Andhra Pradesh 522101, the First Party represented herein by its Principal Dr. T.E. Gopala Krishna Murthy.

AND

Sandeep's Neurocare, M.G road, opp Ayyapa Swamy temple, Satyanarayanapuram, Bapatla, Andhra Pradesh 522101, the Second Party represented herein by its Managing Director Dr. P.Sandeep MD (Neuropsychiatry).

This Memorandum of Understanding (MOU) Specifies a Framework of co-operation and collaboration between for exchanging knowledge and facilities for mutual development and benefit. Internship/field training/projects for pharmacy students to gain knowledge on medicines prescribed for various neurological disorders and implementation of latest treatment techniques in the service of human health care. This MOU is effective for three years from date of signed.

Behalf of Bapatla College of Pharmacy

Name: Dr. T.E. Gopala Krishna Murthy.

Designation: Professor & Principal.

PRINCIPAL Bapatta College of Pharmacy Bapatta 522 101 Behalf of Sandeep's Neurocare

Name: Dr. P.Sandeep MD Designation: Managing Director

Dr. SANDEEP PERLI

M.B.B.S.,M.D., (Neuropsychiatry)
Regd, No: 76042
Dt SANDEEP'S NEURO CARE & COUNSELLING CENTER
M.G. Road, BAPATLA.

