



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 (Dist), Andhra Pradesh-522101

MOUs established in AY:2018-2019

Sl.No	Name of Collaborative agency with contract details	Date of Establishment	Duration	Area of collaboration	List of Activities conducted
01	NRI college of Pharmacy, pothavarappadu, Airipalli mandalam, Krishna Dt, AP-521212	19/07/2018	1 year	Guest Lectures & Faculty Development Programmes	Guest Lecture on 09/03/2019 and 24/04/2019
02	Chebrolu Hanumaiah Institute of Pharmaceutical Sciences, Guntur-522019	20/08/2018	5 years	Guest Lectures & Faculty Development Programmes	Participated in sports event 13/12/2019
03	National Biodiversity Authority, Taramani, Chennai-600113	15/03/2019	1 year	Patents Approval	Patent Approval on 31/07/2020

T. Gopalakrishna

PRINCIPAL
Bapatla College of Pharmacy
BAPATLA - 522 101



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 19th day of July Two Thousand Eighteen.

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.
- f. To facilitate usage of academic infrastructure for students and faculty members on mutual basis.

Terms and conditions:

- a. 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.

AGREED

T. Gobalakrishna

Authorized signatory with seal

PRINCIPAL
Bapatla College of Pharmacy
Bapatla 522 101



Address of Party One:

Bapatla College of Pharmacy,
Kothapalem,
GBC Road,
Bapatla-522101
Guntur (Dist),
Andhra Pradesh-

V. Chandrasekhar

Authorized signatory with seal

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

Address of Party Two:

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



A Workshop on

Regulatory Guidelines in Different Countries

By

Dr. V. Sai Kishore, M.Pharm., Ph.D
Dept. of Pharmaceutics
Bapatla College of Pharmacy, Bapatla.

On

09-03-2019

Organised by:

Intellectual Property Rights Committee

NRI COLLEGE OF PHARMACY

Relbavarappadu, Adiripalli (M), Krishna District, A.P.

MEMORANDUM OF UNDERSTANDING

Between

BAPATLA COLLEGE OF PHARMACY

Approved By AICTE, PCI, Affil. to JNTUK,
Bapatla College Rd, S.N.P. Agraharam, Bapatla, Andhra Pradesh 522101



&



Chebrolu Hanumaiah Institute of Pharmaceutical Sciences

(Appr. by AICTE & PCI New Delhi; Reg. by Govt. of Andhra Pradesh, Affil. to Acharya Nagarjuna University)
Chandramoulipuram, Chowdavaram, Guntur (Dt) – 522019, AP, India

**This memorandum of understanding (here in after called as the 'MOU') IS ENTERED into
on this 20th day of August 2018.**

Bapatla College of Pharmacy, Bapatla College Rd, S.N.P. Agraharam, Bapatla, Guntur, Andhra Pradesh, herein after referred as **FIRST PARTY** (which term context unless otherwise require shall include its representative, successor, of assignee of **First party**)

Chebrolu Hanumaiah Institute of Pharmaceutical Sciences, Chowdavaram, A.P. herein after referred as **SECOND PARTY** (which term context unless otherwise require shall include its representative, successor, of assignee of second party)

Purpose

The First Party is engaged in teaching and research in Pharmaceutical Sciences.

The Second Party is engaged in teaching and research in Pharmaceutical Sciences.

The First Party and the Second Party wish to explore academic and research opportunities upon collaboration between them.

The First Party and the Second Party have agreed to share the laboratory, instrumental and library facilities and resources by undertaking following activities for the mutual benefits:

- 1) Utilization of instrumental facilities for research purpose and usage of reference study materials.
- 2) Conducting research activities in the domain of mutual interest upon collaborative efforts.
- 3) Faculty exchange programs between the parties.

- 4) Organization of common bilateral seminars, conferences, training programme or workshops.

The activities or any part thereof mentioned above shall be conducted in joint venture with prior permission from Head/ Principal of the institute of both the parties.

This deed of Memorandum of Understanding is hereby agreed by and between the parties under following terms and condition:

Terms and Conditions

- 1) The library facilities will be shared at the premises of both the Parties as per the need of work mutually agreed upon.
- 2) Both the Parties may allow students to utilize the expertise of faculty and/or students of their organization. The required books and study material will be issued to the students in college premises (if applicable) for their study other than available with Second Party and are to be made available by First Party and *vice versa*.
- 3) Details of specific collaborative activities to be undertaken by the Parties shall be recorded in writing and signed by both parties to be documented as separate addenda.
- 4) Any publication(s)/ patent(s) related to work carried out shall acknowledge the assistance provided (if any) by the First Party and *vice versa*.
- 5) Representatives from each Party shall meet at times and places to be agreed between the parties for the promotion of this Memorandum.
- 6) Unless otherwise agreed in writing each Party shall meet its own costs in respect of all activities and/or matters undertaken to promote this Memorandum including any collaborative activities, programs organized, and meetings held pursuant to this Memorandum.
- 7) This Memorandum may be terminated by either Party giving three (3) months prior written notice to the other. The termination of this Memorandum shall not affect any collaborative activity which shall continue in accordance to the terms and conditions agreed upon between the Parties pertaining to that collaborative activity.
- 8) Any dispute arising shall be settled through mutual negotiation only without recourse to resolving the dispute by legal means or at the most by arbitration on the mutual terms.

- 9) The agreement will be in legitimacy for one year expressed terminated by either party on mutually agreed terms, as the case may be, will take effective steps for implementation of this MOU.
- 10) The Memorandum is valid upto 5 years from the date of commencement.

AGREED

T. Subrahmanya

Authorized Signatory with seal

Address of Party One:

Party-I

Bapatla College of Pharmacy

Bapatla College Rd

Petlurivaripalem,

Bapatla,

Andhra Pradesh -522213.

PRINCIPAL
Bapatla College of Pharmacy
Bapatla 522 101



S. Vidyadhara

Authorized Signatory with seal

Address of Party Two:

Party-II

Chebrolu Hanumaiah Institute of

Pharmaceutical Sciences

Chandrapuram, Chowdavaram

Guntur,

Andhra Pradesh - 522019

Dr. S. VIDYADHARA, M.Pharm., Ph.D.,
PROFESSOR & PRINCIPAL
Chebrolu Hanumaiah Institute of Pharmaceutical Sciences
Chandrapuram, Chowdavaram,
GUNTUR-522019, A.P.





CHEBROLU HANUMAIAH

INSTITUTE OF PHARMACEUTICAL SCIENCES

(Sponsored by Nagarjuna Education Society, An ISO 9001:2015 Certified Institute)

(Approved by AICTE & PCI, Affiliated to Acharya Nagarjuna University, Recognised by Govt. of A.P.,
Chandramoulipuram, Chowdavaram, Guntur- 522019, A.P.)

CHIPSOIREE

This is to certify that Mr./Ms. I. Varshitha of _____
Bapatla College of pharmacy Institution has participated in the
Antakshari event held during the **CHIPSOIREE 2019**.

T. Gopalakrishna

PRINCIPAL
Bapatla College of Pharmacy
Bapatla 522 101

Dr. S. Vidyadhara

Dr. S. Vidyadhara
Principal
Chebrolu Hanumaiah
Institute of Pharmaceutical Sciences



CHEBROLU HANUMAIAH

INSTITUTE OF PHARMACEUTICAL SCIENCES

(Sponsored by Nagarjuna Education Society, An ISO 9001:2015 Certified Institute)

(Approved by AICTE & PCI, Affiliated to Acharya Nagarjuna University, Recognised by Govt. of A.P.,
Chandramoulipuram, Chowdavaram, Guntur- 522019, A.P.)

Chip Soiree

This is to certify that Mr./Ms.

K. Priyanka

of

Bapatla College of pharmacy

Institution has participated in the

Tennicot

event held during the **CHIPSOIREE 2019.**

T. G. Subalaxshmi
PRINCIPAL
Bapatla College of Pharmacy
Bapatla 522 101

Dr. S. Vidyadhara
Principal
Chebrolu Hanumaiah
Institute of Pharmaceutical Sciences



National Biodiversity Authority

(An Autonomous and Statutory Body under the Ministry of Environment, Forest and Climate Change, Government of India)



T. Rabikumar, IFS
Secretary

Tel : +91 44 2254 1071
Fax : +91 44 2254 1074
email: secretary@nba.nic.in
Website: www.nbaindia.org

TICEL Bio Park
5th Floor, CSIR Road,
Taramani, Chennai - 600 113
Tamil Nadu, India

NBA/Tech Appl/9/2240/18/18-19/4987

15.3.2019

✓

Dr.Talasila E Gopala Krishna Murthy,
Bapatla College of Pharmacy,
Kothapalm,Bapatla, Guntur District-522101
Andra Pradesh.

Sir,

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

Ref:Your application in Form - III dated 01.06.2018

With reference to your application cited in reference on the subject cited above to facilitate for the title of invention "Pharmaceutical compositions comprising *Costus igneus* extract" using biological resources "*Costus igneus* N.E.Br-Insulin plant(Leaves)" has been approved by the National Biodiversity Authority subject to the conditions laid down in the agreement.

In this regard, I am enclosing herewith one mutually signed stamp paper Agreement executed between National Biodiversity Authority and the applicant for the applicant's reference and compliance. It is also to inform you that breach of the terms of agreement and provisions of the Biological Diversity Act, 2002 and Biological Diversity Rule, 2004 made thereunder will invite imposition of penalties as per Section 55, 56 & 57 of the Biological Diversity Act, 2002.

Please acknowledge receipt of this communication.

Yours faithfully,

Encl:Asabove

(T.Rabikumar)
Secretary,NBA

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

67AA 927999

Sl.No. 242 Date 12/01/2019

Sold to: T.E. గొట్టెలకొండ గోపాలా కృష్ణ మూర్తి, బాపట్ల కాలనీ ఆఫ్

For Whom: స్వయం

PERLI PRASANNA DEEVENA KUMAR

Licensed Stamp Vendor

L. No. 01/2011 RL No. 07-20-002/2017

N.R. Thota, Bapatla, Guntur (Dist)

PIN - 522 101, Cell No. 9440453430

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 15th day of March 2019 at Chennai, India.

Between

National Biodiversity Authority, a statutory body established under the Biological Diversity Act, 2002, having its head office at 5th Floor, TICEL Bio Park, Taramani, Chennai - 600113, Tamil Nadu, India (hereafter "NBA"), acting through and represented by the Secretary, NBA / authorized signatory of NBA, being the person authorized to execute this Agreement.

And

Dr. Talasila E Gopala Krishna Murthy, a citizen of India, residing at Bapatla College of Pharmacy, Kothapalem, Bapatla, Guntur District, Andhra Pradesh, India - 522101, hereafter the "Applicant"

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



T. Gopalakrishna
PRINCIPAL
Bapatla College of Pharm. sci
BAPATLA - 522 101.

WHEREAS the applicant has submitted an application in Form III (Appl. No. 2240) received on 01.06.2018 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

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

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, the 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.



T. Gopalakrishna
PRINCIPAL

Bapalia College of Pham 50

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.

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 1 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, within **60 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 submitted not later than two months 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.

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 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.



T. G. Subrahmanian

The Secretary, NBA, 5th floor, TICEL, Bio Park, Taramani, Chennai – 600113, Tamil Nadu, India.

E-mail : secretary@nba.nic.in

If to the Applicant

Dr. Talasila E Gopala Krishna Murthy, Bapatla College of Pharmacy, Kothapalem, Bapatla – 522101, Guntur District, Andhra Pradesh, India.

E-mail: 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.

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

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 of 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.

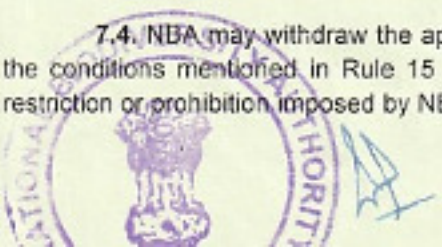
7. Termination and Revocation

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 benefit sharing amount and submit status report dues, if any, due until then 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 occurrence 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.



T. Gopalakrishna

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.

8.5. The above clauses will not be applicable to the Government institutions / organizations.

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 them 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.

10.3. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the rules framed there under. 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. The 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.

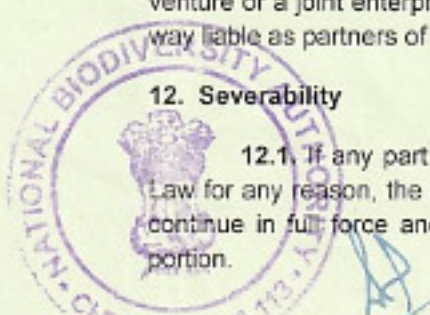
11.2. In the event of dispute or difference not settled through arbitration as specified in clause 10, the Parties shall irrevocably and unconditionally submit to the appropriate court of jurisdiction in Chennai.

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 there under.

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 of 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.



T. G. Subramanian
PRINCIPAL

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

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 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.

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.

b. 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.



Signed by the Authorized person of
The Authority

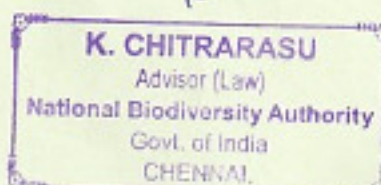
T. G. Balakrishna
Signed by the Applicant
Bapatla College of Pharmacy
BAPATLA - 522 101.

For National Biodiversity Authority
Witnesses

1 Signature

Name

Address



2 Signature

Name

T. Narendran
T. NARENDRAN
Technical Officer (IPR)
National Biodiversity Authority
Government of India
Chennai-600 113.

For the Applicant
Witnesses

1 Signature

Name

Address

K. Venkata Sivaram
Bapatla college of Pharmacy
Bapatla - 522101
Guntur (dt). A.P.

2 Signature

Name

R. Venu Babu
Bapatla college of Pharmacy
Bapatla - 522101
Guntur (dt). A.P.

SCHEDULE A – BENEFIT SHARING COMPONENT

1. Where the Applicant himself commercializes the process / product / innovation, the monetary benefit sharing shall be 0.4% on the annual gross ex-factory sale minus government taxes.
2. Where the applicant assigns / licenses the process / product / innovation to a third party for commercialization , the applicant shall pay to NBA 4.0% of the fee received (in any form including license / assignee fee) and 4.0% of the royalty amount received annually from the assignee / license.



T. G. Subalakshmi
PRINCIPAL
Bapatla College of Pharm. Sci.
BAPATLA 522 101.

Annexure-A

Details of Biological resources and / or Knowledge associated thereto and Geographical Locations.

Annexures

ANNEXURE I

ABS BOTANICAL CONSERVATION, RESEARCH & TRAINING CENTRE,
KAARIPATTI- 636 106, SALEM (DL) T.N. INDIA.
Web: www.absbotanicalgardens.com (Recognized by Periyar University)
E-Mail: absbotanicalgardens@gmail.com
Executive Director: *Dr. A. Balasubramanian* Mobile: 94433 82747

Honorary Coordinators

Dr. N. Loganathan, M.Sc., Ph.D., Poorveegam Trust, Pudhucherry
Dr. R. Marimuthu, M.Sc., Ph.D., Reader & Head, Dept. of Botany (Retd.), Periyar University, Salem
Mr. U. Ravindran, I.F.S., Director, Tribal Welfare Chennai
Dr. R. Richard Kennedy, M.Sc. (Hort), Ph.D., Professor & Head, T.N.A.U.
Dr. R. Selvaraj, M.Sc. Ph.D. Joint Director of Horticulture (Retd.)
Mr. K. Magudupathy, M.Sc. (Agt), Cummins Phyto Herbs
Mr. A. Palaniappan, B.Sc. (Agt), Joint Director, (Retd.)
Dr. S. Ashok, B.S.M.S., Y.I.C.C., Saravana Hospitals, Salem

AUT/BCP/025

31-03-2012

AUTHENTICATION

This is to authenticate that the plant *Costus igneus* of family **COSTACEAE** have been collected from ABS Botanical gardens, Karippatti, Salem Dt., Tamil Nadu, and handed over to Dr. T.E. Gopala Krishna Murthy, **BAPATLA COLLEGE OF PHARMACY** for his project work.

Botanically yours

(Signature)
Former Siddha Research Consultant (AYUSH)
Ministry of Health & Family welfare, New Delhi.



T. Gopalakrishna
PRINCIPAL
Bapatla College of Pharm. acy
BAPATLA- 522 101.

Annexure-B

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



INTELLECTUAL
PROPERTY INDIA
PATENTS | DESIGNS | TRADE MARKS
GEOGRAPHICAL INDICATIONS



GOVERNMENT OF INDIA

Controller General of Patents, Designs and Trademarks
Department of Industrial Policy and Promotion
Ministry of Commerce and Industry

Application Details

APPLICATION NUMBER	4824/CHE/2012
APPLICATION TYPE	ORDINARY APPLICATION
DATE OF FILING	19/11/2012
APPLICANT NAME	DR. TALASILA ESWARA GOPALA KRISHNA MURTHY
TITLE OF INVENTION	PHARMACEUTICAL COMPOSITIONS COMPRISING COSTUS IGNEUS EXTRACT
FIELD OF INVENTION	TRADITIONAL KNOWLEDGE BIOTECHNOLOGY
E-MAIL (As Per Record)	
ADDITIONAL EMAIL (As Per Record)	bcp.principal@gmail.com
E-MAIL (UPDATED Online)	
PRIORITY DATE	NA
REQUEST FOR EXAMINATION DATE	04/08/2014
PUBLICATION DATE (U/S 11A)	30/05/2014
FIRST EXAMINATION REPORT DATE	16/03/2018
REPLY TO FER DATE	19/07/2018

Application Status



T. G. Subramanian
PRINCIPAL
Bapatla College of Pharmacy
BAPATLA - 522 101.

The following specification describes the invention:

Field of the invention

The present invention relates to pharmaceutical compositions comprising *Costus igneus* extract. The present invention also relates to process for the preparation of compositions comprising *Costus igneus* extract.

Background of the invention

Costus igneus belongs to the Costaceae family. In Siddha medicine, it is known as Kostum. It is being cultivated in Kashmir and the Himalayan regions for its root. The whole plant *Costus* is used for its antidiabetic property. The plant has many historical uses in Ayurveda, where the rhizome has been used to treat fever, rash, asthma, bronchitis, and intestinal worms. Alcoholic and aqueous extracts of *Costus igneus* can be obtained by simple maceration method and the extract is subjected to standardization by phytochemical screening methods. Preliminary phytochemical investigations showed the presence of alkaloids, flavonoids, phenolic compounds and steroids in alcoholic extract. The ethanolic extract of *Costus igneus* showed significant ($P < 0.001$) antidiabetic activity. The fractionation of these compounds was not appropriately made and further the isolated pure components responsible for anti diabetic activity were not reported. Because of its use as an antidiabetic, the inventors have developed compositions of *Costus igneus* extract containing the pure constituent responsible for antidiabetic activity and having good dissolution properties, content uniformity and bioavailability.

Objective of the invention

The main objective of the present invention is to provide a pharmaceutical composition comprising *Costus igneus* extract and one or more pharmaceutically acceptable excipients.

Another objective of the present invention is to provide a process for the preparation of pharmaceutical composition comprising *Costus igneus* extract having good dissolution properties, content uniformity and bioavailability.



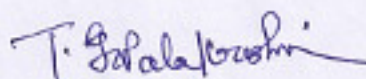
[Handwritten signature]

T. G. Subalalitha
PRINCIPAL
Bapatla College of Pharm. sci
BAPATLA - 522 101

Annexure-C

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

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


PRINCIPAL
Bapatla College of Pharmacy
BAPATLA - 522 101.

Annexure-D

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

Answer: India



AD

T. G. Lakshminarayana
PRINCIPAL
Bapatla College of Pharmacy
BAPATLA - 522 101.



**INTELLECTUAL
PROPERTY INDIA**
PATENTS | DESIGNS | TRADE MARKS
GEOGRAPHICAL INDICATIONS



सत्यमेव जयते

भारत सरकार
GOVERNMENT OF INDIA

पेटेंट कार्यालय
THE PATENT OFFICE

पेटेंट प्रमाणपत्र
PATENT CERTIFICATE
(Rule 74 Of The Patents Rules)

क्रमांक : 044121370
SL No :



पेटेंट सं. / Patent No. : 342966
आवेदन सं. / Application No. : 4824/CHE/2012
फाइल करने की तारीख / Date of Filing : 19/11/2012
पेटेंटी / Patentee : DR. TALASILA ESWARA GOPALA KRISHNA MURTHY

प्रमाणित किया जाता है कि पेटेंटी को उपरोक्त आवेदन में यथाप्रकटित PHARMACEUTICAL COMPOSITIONS COMPRISING COSTUS IGNEUS EXTRACT नामक आविष्कार के लिए, पेटेंट अधिनियम, 1970 के उपबंधों के अनुसार आज तारीख 19th day of November 2012 से बीस वर्ष की अवधि 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 COSTUS IGNEUS EXTRACT as disclosed in the above mentioned application for the term of 20 years from the 19th day of November 2012 in accordance with the provisions of the Patents Act, 1970.



अनुदान की तारीख : 31/07/2020
Date of Grant :

T. G. Balakrishna
PRINCIPAL
Bapatla College of Pharmacy
Bapatla 522 101

OKSupta
पेटेंट नियंत्रक
Controller of Patent

टिप्पणी - इस पेटेंट के नवीकरण के लिए फीस, यदि इसे बनाए रखा जाना है, 19th day of November 2014 को और उसके पश्चात प्रत्येक वर्ष में उसी दिन देव होगी।
Note. - The fees for renewal of this patent, if it is to be maintained will fall / has fallen due on 19th day of November 2014 and on the same day in every year thereafter.