



MEMORANDUM OF UNDERSTANDING

BETWEEN

CLIMED RESEARCH SOLUTIONS

AND

SULTAN-UL-ULOOM COLLEGE OF PHARMACY, HYDERABAD, TELANGANA STATE

Dated: 15 May 2021

(Hereinafter called 'MOU')

1. PREAMBLE

CliMed Research Solutions (hereinafter called "CRS"), which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, executors, successors, and assignees), Gurugram, Haryana, India having its registered office at Gurugram, Haryana, India.

And

Sultan ul-Uloom College of Pharmacy, established in 1997 is recognized by AICTE & PCI, New Delhi and situated at "Mount Pleasant", 8-2-249 to 267, Road No.3, Banjara Hills, Hyderabad - 500034, Telangana (hereinafter called "SUCP").

WHEREAS

CliMed Research Solutions is a growing research organization, a registered company under Ministry of Corporate Affairs, Govt. of India, with expertise in providing research solutions in various fields like medical writing, regulatory affairs, pharmacovigilance. and data analytics. CliMed having the registered office at 33, Shiv Vihar, West Rajiv Nagar, Gurugram, Haryana, India - 122001. CliMed furnishes services in various areas such as research consultations, career consultancy, project management, regulatory affairs, events, conferences, courses, and training. CliMed also provides a gateway to abroad for the students who want to pursue careers and shape the future by providing excellent assistance and service until they reach the goal.

Sultan ul-Uloom College of Pharmacy, Hyderabad, established in 1997 is recognized by AICTE & PCI, New Delhi and situated at "Mount Pleasant", 8-2-249 to 267, Road No.3, Banjara Hills, Hyderabad - 500034, Telangana (hereinafter called "SUCP"). SUCP's B.Pharm program is accredited by National Board of Accreditation, achieved 75-100 rank band in NIRF ranking of Pharmacy Colleges by MHRD and Govt. of India. SUCP Institution's Innovation Council received 4.5 star from Ministry of Education's

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Innovation Council, Croyl of India and recipient of Swachh Campus Award by Government of India SUCP received grants from AICTE, DST, NSS etc.

The respective Institutes jointly recognize this MOU to mutually cooperate in the areas of Pharmacy and Life Science Education, Research, and Development as well as support to research and development

2. OBJECTIVES AND OBLIGATIONS OF PARTIES

CRS and SUCP have agreed on cooperation and collaboration in developing talent and expertise in pharmaceutical sciences. CliMed Research Solutions is entering this MOU Exclusively for its Clinical Pharmacy and international career training programs. This MOU is an understanding between the Parties to collaborate and conduct research on the area of mutual interest as may be agreed upon in a separate agreement to increase efficiency and avoiding duplication of efforts. Specific activities and obligations of Parties are listed below:

By CliMed Research Solutions:

- Student internship program and / or recruitment opportunities to help Partnering Institute students gain industry experience, where they may have opportunities to collaborate in an international environment and have access to various racecourses based on the satisfactory performance during the internship, academic qualification, availability of vacancy, match of qualification with the requirement and meeting the selection criteria of CRS.
- b. It is clarified that this MOU does not bind CliMed Research Solutions to rectuit or engage with or provide internships to students or Representative of Partnering Institute and any such recruitment, engagement or internship shall be subject to the academic qualification, practical experience, policies, rule and discretion of CRS. The students or representatives of Partnering Institute shall undergo an evaluation process before being inducted for internship by CRS.
- c. Provide input to any evolving syllabus/coursework if deemed required by Partnering institute as mutually agreed from time to time between the parties.
- Sharing of practical industry knowledge via guest lectures, workshops, conferences, symposiums, short training courses as and when required by Partnering Institute if and when feasible for CRS, on topic and as per schedule and timelines mutually
- Sharing knowledge with Partnering Institute and guidance on the key requirements in evolving Pharmacy environments on such topics, at such frequency and for such types of students/courses and in the manner as may be mutually agreed from time to time between the parties.

By Partnering Institute

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- f. Provide access to the campus of Partnering Institute for enabling CRS to conduct recruitment, selection and training related activities and coordinate between eligible students and CRS through a responsible representative.
- g. Partnering Institute shall ensure that its students diligently attend all the days of any internship throughout its duration and shall dutifully satisfy the work assigned without default.
- h. Any student (s) undergoing an internship with CRS if found violating CliMed research policies, rules, and regulations or indulging in such activities that amount to tarnishing the image of CRS or causing damage to the person and/or property of CRS or any other misconduct, such student's internship program at CliMed Research Solutions would be terminated. CRS' decision as to student misconduct will be final and binding on both students and the Partnering Institute. CRS would not be liable for any payment as compensation or damage for such termination.
- Partnering Institute shall ensure that students shall devote their best effort to attend any internship and maintain at least 80% attendance every month, and provide written intimation for any absence.
- Partnering Institute shall treat CRS on par with any organization or companies to which it provides the maximum services and preference.

3. AGREEMENT ON IDEAS, INVENTIONS, AND CONFIDENTIAL INFORMATION

By signing this MOU, both parties are agreeing to follow the below-mentioned confidentiality and copyright instructions in Sections 4 and 5.

4. TERM

- 4.1. In witness whereof, the parties have executed this document on the day 25th September 2021 for the duration of 36 months till 24th September 2024. Amendments or revisions can be considered based on the mutual understanding in annual meetings between CRS and SUCP.
- 4.2. Either party may terminate the MOU without cause by written notification signed by the appropriate official of the party initiating the notice. Such notice must be received by the other Party, one month prior to the efficient termination date.
- 4.3. Each party is entitled to terminate this MOU for with in the event:
 - Other party fails to perform any material obligation under this MOU or breach by another party of any representation, warranty, or condition of this MOU.
- ii. For any reason whatsoever, the other party becomes disentitled in law to perform its obligations under this MOU.
- A change in the constitution of other party will materially affect its ability to perform its obligations under this MOU.

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- 4.4. Termination shall not affect the rights or obligations of either party accrued as of such effective date of termination or that may arise subsequently with respect to transactions initiated or completed prior to the effective date of such termination.
- 4.5. Upon termination of this MOU, each party shall immediately cease and desist from using the Intellectual property of the other party and return all confidential information in its possession to the other party. In the vent of termination of this MOU, CliMed RS shall not be liable for paying any sums or sums whatsoever by way of compensation, damage or loss or otherwise to SUCP.

5. CONFIDENTIALITY

(a) "Confidential Information" shall mean all information provided by CliMed RS ("Disclosing Party") to SUCP ("Receiving Party") or accessed by Receiving Party in the performance of the MOU, whether in writing pictorially, in machine-readable form, orally or by observation during visits to disclosing party's premises, including but not limited to: means and includes all registered or unregistered intellectual property, proprietary information, brand plans, financial information, know-how, processes, trade secrets, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing, business records, business strategies and any other information so classified by a party to be confidential information, provided that confidential information excludes any information which:

is in the public domain,

was available to Receiving Party on a non-confidential basis from a source other than the disclosing party,

becomes public knowledge or comes into the public domain through no action, 111. failure to act or omission of the Receiving Party subsequent to disclosure, or

becomes available to the Receiving Party from a third party who has not obtained it in breach of any agreement with the disclosing party

(b) The parties recognize that, by virtue of this MOU, they may be given and have access to confidential information Receiving Party undertakes not to divulge or communicate to any person (unless required by law or by any regulation or by any government authorities or with proper authority or for the purpose of executing this MOU) or use or exploit for any purpose whatsoever, any of this confidential information they may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavors to prevent its officers, employees or agents if any from doing so. This obligation and restriction shall continue to apply without limit in point of time but shall cease to apply to information or knowledge, which may properly come into the public domain through no fault of the parties, or worse, already known.

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- (c) The Receiving Party agrees to maintain the Disclosing Party's confidential information with at least the same degree of care it holds its own information and in any case not less than a reasonable degree of care. The confidential information shall be used solely for the purpose of this MOU and will be kept confidential by the Receiving Party and shall not be disclosed, in whole or in part, to any other person or party without disclosing the party's prior permission in writing. The Receiving Party may disclose the disclosing party's confidential information to its officers, employees, and students of SUCP on a "need to know" basis, that too only if prior agreed by CliMed RS in writing ("representatives") provided (i) the representative has a need to know such information of such activity; (ii) the disclosure is limited to the purpose of conducting such activity and (iii) Representatives will be informed of the confidential nature of the information and shall be bound by similar obligations of confidentiality and non-use as are contained in this MOUL
- (d) The Receiving Party hereby undertakes on behalf of itself and representative to keep the confidential information safe and secure at all times and separate from any other information. The Receiving Party also undertakes not to use, reproduce, transform or store any of the confidential information on an externally accessible computer or electronic information system or transmit information that is not disclosed or duplicated for the use of any third party.
- (e) Notwithstanding anything to the contrary contained in this MOU, it is agreed between the Parties and SUCP hereby acknowledges that CliMed RS, its group companies and/or its or their authorized third parties shall have access to the contents of this MOU including personal information and sensitive personal data or information of SUCP as contained in this MOU or as may be exchanged whilst performing the obligations under this MOU. SUCP hereby expressly permits such disclosure and waives any right to object in the future.
- (f) SUCP acknowledges and understands the sensitivity of the confidential information to which its Representatives may have access while at any CliMed RS facilities or premises and shall take all steps to ensure its Representatives handle any such Confidential Information with the standard of care expected from the MOU, including but not limited to reinforcing its obligation towards CliMed RS with each of its Representatives on a regular basis.

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Signatures on Behalf of SUCP, Hyderabad, Telangana

Prof. (Dr.) Anupama Koneru

PRINCIPAL

Principal

Sultan-Bultan-ul-Uldem College of Pharmacy

Pharmadoad No: 3, Banjara Hills, Hyderabad-34, T.S

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Road No. 3, Banjara Hills, Hyderabad -

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Witness



Name: Dr. Syed Jaffer

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Signed on behalf of CliMed RS, Gurugram:

Dr. Ajit Singh, ceo CliMed Research Solutions Gurugram, India - 122 001

Dr. Ajit Singh Co-founder & CEO CliMed Research Solutions Gurugram, India - 122001

Witness

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Dr. Sheetal Chauhan

Designation: Managing Director CliMed Research Solutions Gurugram, India - 122001

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