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DA 662923

No. 520, Date 14/7/22 Rs. 100/-

To Sri : DR. Ramesh Babu Boga, Peddapuram.

For Whom : Self.

T. RAMAREDDY  
L.No 1-1985  
R.L.No.04-02-03-2021 valid 2023  
GOLLALA MAMIDADA  
Cell 99393 00552

 BogaR Laboratories



### Memorandum of Understanding

Between

BogaR Laboratories, Peddapuram, East Godavari District

And

Pithapur Rajah's Govt. College (A), Kakinada, Kakinada District

The Memorandum of Understanding (MoU) is between BogaR Laboratories (BogaR), represented by Dr. Ramesh Babu Boga, Managing Director on one part and Pithapur Rajah's Govt. College (A), Kakinada, represented by, Dr. B. V. Tirupanyam, Principal, on other part.





**BogaR Laboratories (BogaR)**, having its principal place of business at 400/1A/2B, R. B. Kothuru Road, Rayabhupalapatnam, Peddapuram- 533 437, Kakinada District, Andhra Pradesh, hereinafter referred to as "**BogaR**" on the one hand,

**AND**

**Pithapur Rajah's Government College (Autonomous), Kakinada**, having its principal place at Raja Rammohan Roy Road, Near Government General Hospital, Kakinada-533 001, Kakinada District, Andhra Pradesh, hereafter referred to as "PRGC", which is reputed the ranks among the earliest institutions of Higher Education in South India, established in August, 1884. Later, the Chemistry Department was established in 1952, is a highly reputed Department having its registered address at Kakinada, Andhra Pradesh herein after referred to as "PRGC-Chemistry" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assignees.

herein-after referred to as "BOGAR" on the other hand, herein-after collectively referred to as the "Parties" and individually as a "Party".

**Introduction:**

WHEREAS, BogaR Laboratories (BogaR) and Pithapur Rajah's Govt. College (A), Kakinada (PRGC) have considered the advantages that may be obtained from close cooperation in the fields of research and development with respect to the collaborative research works; and

WHEREAS, BogaR Laboratories (BogaR) and Department of Chemistry, Pithapur Rajah's Govt. College (A), Kakinada (PRGC-Chemistry) have mutual

*[Signature]*

*[Signature]*



interests and intend to enter into a formal Memorandum of Understanding (hereinafter referred to as the "MOU") and that the inventions, developments and improvements to be made will lead to the establishment of mutual benefits for both Parties;

NOW, THEREFORE, in consideration of their mutual areas of interest, the Parties hereto have agreed as follows:

**ARTICLE-1-PURPOSE:**

- 1.1 The general purpose of this MOU is to strengthen the cooperation between the parties in research and training. Such cooperation shall be on the basis of mutual benefit, equality and reciprocity.

**ARTICLE-2 – FIELDS OF COOPERATION:**

- 2.1 The Parties may discuss and plan for cooperation in the below mentioned fields:
- A. Joint research & training programmes
  - B. Synthesis of research chemicals
  - C. Analytical services and training or any other field of mutual interest

**ARTICLE-3-FORMS OF COOPERATION:**

- 3.1 The activities carried out by the Parties under this MOU may include the following;
- A. Joint research activities on topics agreed by parties;
  - B. Meetings organized to discuss specific technical topics and cooperative activities;

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C. Visits of individuals or teams from one Party to the facilities of the other Party; and

D. Transmittal of information from one Party to the other.

#### **ARTICLE-4-COORDINATION and FOLLOW UP:**

- 4.1. The parties agree to designate principal coordinators or officers to guide the proposed activities. The principal coordinators are to be a central point of contact for each Party, through whom all communication concerning the arrangements for cooperation is to be made.
- 4.2 The principal coordinators will establish communication between the representatives for an effective coordination of the activities. The principal coordinators of each Party are to facilitate and support activities.
- 4.3 Monitoring the administration of the agreement shall be responsibility of the principal coordinators and these official representatives of parties must process or approval of any additions, changes, or deletions. All notices shall be in writing and shall be directed to these individuals as indicated below.

The initial principal coordinators are as follows:

#### **For BogaR Laboratories (BogaR):**

Name: Dr. Ramesh Babu Boga  
Title: Managing Director  
Address: S.No. 400/1A/2B, R. B. Kothuru Road,  
Rayabhupalapatnam, Peddapuram- 533437,  
Kakinada District, Andhra Pradesh  
E-mail: [info@bogarlabs.com](mailto:info@bogarlabs.com)

B. V. S. P. S.

B. V. S. P. S.

**For P.R. GOVT. COLLEGE (A) CHEMISTRY DEPARTMENT (PRGC-Chemistry):**

Name: Dr. D. Chenna Rao  
Title: Head of the Department  
Address: Department of Chemistry, P.R. Govt. College (A)  
Kakinada, Kakinada District, Andhra Pradesh  
Telephone: 91-9560740108.  
E-mail: drchennarao@prgc.ac.in

**ARTICLE-5-LEGAL AND FINANCIAL OBLIGATIONS:**

- 5.1 This MOU is not intended to create any legal and financial obligations. All the activities under this MOU shall be subject to the availability of appropriate funds and personnel and to the laws and regulations of the respective parties.

**ARTICLE 6-COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS:**

- 6.1 Means all proprietary inventions, processes, product designs, know-how or any other intellectual property of a party or any other third party which is associated with such Party in development of any products and any other materials/application in any media and information, whether registered by such party or not and here after acquired or developed by such party. It also includes any service mark, commercial name, trademark, or trade name, whether registered by a party or not or hereafter acquired or developed, that is associated with each institution.
- 6.2 The present academic content which are either in print, audio/video or electronic form belonging to and/or developed exclusively by the respective parties shall continue to remain the exclusive property of the respective parties

*Dr. D. Chenna Rao*

*Dr. D. Chenna Rao*

- 6.3 Any Intellectual Property in respect of any training materials which may be developed in future by respective organization for the purpose of research shall be exclusively owned by the respective parties who created / developed it.
- 6.4 Intellectual property in the form of patents, copyrights etc. arising out of project work carried out jointly under these collaborative programmes will be decided in writing in advance before commencement of work.
- 6.5 Overall, both the parties shall strive to protect the interest of other in the context of IPRs and agrees to do nothing which is void of such laws and regulation of the land w.r.t IPRs.

**ARTICLE-7 – CONFIDENTIALITY:**

- 7.1 Neither Party shall disclose any of the communications between the Parties to any third party.
- However, the above confidentiality shall not apply to the following:
- i. Information that at the time of disclosure is generally known to the public;
  - ii. Information that becomes available to the public without any responsibility of either Party;
  - iii. Information disclosed by an authorized third party to each Party; or
  - iv. Information that each Party agreed to disclose in a prior written agreement.







#### **ARTICLE- 8-DURATION AND RENEWAL OF THE AGREEMENT:**

- 8.1 This Memorandum of Understanding will become effective immediately after this document is signed and exchanged by the representatives of both parties will be in effect for a period of three (3) years and is subject to revision or modification by mutual agreement.
- 8.2 The agreement can be renewed for additional period as desired by mutual consent of the parties.

#### **Article-9: AMENDMENTS:**

- 9.1. This Memorandum of Understanding may be amended by a written agreement signed by the representatives of both parties.
- 9.2. In the event of any unforeseen incident during collaborative activities on either side both parties agree to negotiate a mutually acceptable solution.
- 9.3. In cases where any disagreement arises out of the application, interpretation or implementation of this agreement, the parties shall endeavor to exercise best efforts to negotiate their differences.

#### **ARTICLE-10-LANGUAGE:**

- 10.1 This MOU is written in duplicate with equally authentic copies held by BogaR Laboratories (BogaR) and PRGC-Chemistry. The MOU is prepared in English.

B.V.R: 



#### **ARTICLE-11-USE OF NAME:**

- 11.1 Either party may use other's name for the purpose of identifying above activities and shall not use, or be entitled to use, parties' name, trademarks, logos, trade name or any other intellectual property in any other way without the prior written consent or as may be authorized under a separate written consent. Upon termination by efflux of time, or prior determination thereof as provided for herein, of this MoU either party shall immediately stop using name, trademarks, trade name and logos, etc.

#### **ARTICLE-12-ENTIRE AGREEMENT:**

- 12.1 This MOU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MOU and it shall not be modified except by a mutual agreement in writing by the Parties.
- 12.2 In witness whereof, both the parties jointly agree to all the provisions as set out above and have set their hands, signed and affixed their respective seal through their authorized representatives, this \_\_\_\_ day of \_\_\_\_\_ 2022.

*[Signature]*

*[Signature]*



#### **ARTICLE-13-TERMINATION:**

- 13.1 This MoU may be terminated by either of the parties by giving three months written notice to the other party and sent through RPAD/Speed Post AD. In such an event, both parties shall complete their respective responsibilities outlined under this MoU which were agreed till such date of the notice of termination.
- 13.2 Further, it is agreed that, the termination of this MOU shall not affect the implementation of on-going cooperative activities, projects, and/or programmes that have been agreed upon before the date of the termination of this MOU.

#### **ARTICLE-14-DISPUTE RESOLUTION AND JURISDICTION:**

- 14.1 If any dispute arises between the parties in connection with this MOU and not resolved by mutual agreement after meetings between the parties, the parties must reduce the dispute into writing and conciliate on such dispute. It shall be settled under the mutually agreed arbitration Rules and Procedures adopted by the parties.
- 14.2 If the dispute is not settled within two months as provided herein, the dispute may be referred to the sole Arbitrator to be appointed / decided by the parties to adjudicate upon the matter. The Award given by the Arbitrator shall be final and binding on both the Parties.

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#### **ARTICLE-14.2-FORCE MAJEURE:**

- a) The parties to this MoU shall not be liable to each other for failure or delay in the performance of any of their obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions; or other similar or different categories beyond the reasonable control of the respective parties to this MoU.
- b) In the event that either party is wholly or in part prevented from or hindered in carrying out or observing any of the terms or conditions of this MoU for any cause set forth herein above, the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

#### **ARTICLE-15-MATTERS PROVIDED IN THE MoU:**

- 15.1 If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein; the parties to this MoU may consult each other for each such instance and resolve those doubts in good faith and spirit.
- 15.2 Notwithstanding anything contained herein above and decisions of the Board of Management, Academic Council or any other statutory

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body of the parties shall prevail over and above the clauses mentioned in the agreement.

**ARTICLE-16-SEVERABILITY:**

- 16.1 If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this MOU and deemed to be deleted from this Agreement. If the deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.

**ARTICLE-17-HEADINGS:**

- 17.1 The heading used in the MoU is inserted for convenience/reference only and shall not affect the interpenetration of the respective clauses and Articles of this MoU.

**ARTICLE-18-ASSIGMENTS AND TRANSFER:**

- 18.1 Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

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*Q. v. J. P. Singh*



#### **ARTICLE-19-REPRESENTATIONS AND WARRANTIES:**

- 19.1 The parties hereby represent and warrant to each other and agreed that, Parties shall respect and abide by laws of land in carrying out respective responsibilities/fulfilling obligations under this MoU. Parties shall not commit any act/omission which will be illegal/unlawful/unethical/immoral.
- 19.2 Nothing in this MoU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.
- 19.3 It is clearly understood by the parties that this Memorandum does not create any employer-employee agency relationship between the parties.

#### **ARTICLE-20-INDEMNITY:**

- 20.1 Either party shall save and indemnify, protect and keep saved and indemnified the other party against all claims, actions, losses, costs, damages, expenses, legal suits and other proceedings resulting from and arising out of actions, inaction or negligence of either party or their employees, agents or for violation of any provision of this MoU or any provision thereof by any party or its employees or for infringement of any patent, trademark copy right of any third party.

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## ARTICLE-21-ANNOUNCEMENT:

- 21.1 From the date of signature, both the parties can announce the existence of this MoU. Both the parties can submit the MoU for any regulatory or Government related purposes. Parties may announce about the MoU on their websites.

**Address for Communication:** Any notice or communication with reference to this MoU, unless otherwise specified herein shall be deemed to be validly sent, if dispatched by registered post acknowledgement due to the other party at the following respective address.

**For BogaR Laboratories**

Dr. B. Ramesh Babu  
Managing Director  
# 400/1A/2B,  
Peddapuram-R.B. Kothuru Road  
RayaBhupalapatnam - 533437  
Kakinada district, A.P., India

**For Pithapur Rajah's Govt. College**

Dr. B. V. Tirupanyam  
Principal  
P.R. Govt. College (A)  
Kakinada-533 001,  
Kakinada District  
Andhra Pradesh  
India

Either party may by a similar written notice to the other party change his / her aforesaid addresses.



**ARTICLE-22 – ANNEX:**

Annexes may be established to specify the plans for a cooperation management as necessary on the basis of this MOU.

IN WITNESS WHEREOF, the Parties hereto have signed this MOU.

**ON BEHALF OF Bogar Laboratories  
(Bogar)**


**Dr. B. Ramesh Babu  
Managing Director**

Signature 

Date July 30<sup>th</sup> 2022

Place Peddapuram

Witness (Name/Designation)


(1)   
(S. SREEDHAR BABU)





**ON BEHALF OF PITHAPUR RAJAH'S  
GOVT.COLLEGE (PRGC)**


**Dr. B. V. Tirupanyam  
Principal**

Signature 

Date 30 July 2022

Place Peddapuram

Witness (Name/Designation)

(1)   
Dr. D. Chenna Rao  
Head, Department of Chemistry  
P.R. Govt. College (A)  
Kakinada. A.P. INDIA.  
**HEAD**  
Department of Chemistry  
P.R. Govt. College (A)  
Kakinada- 533 001.

