MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



PITHAPUR RAJAH'S GOVERNMENT COLLEGE (AUTONOMOUS) KAKINADA-533001, ANDHRA PRADESH, INDIA

&



(An ISO:2008 / W.H.O. G.M.P Certified Company)

SYNERGENE ACTIVE INGREDIENTS PVT LTD. UNIT-II, JAWAHARLAL NEHRU PHARMA CITY PARAWADA, VISAKHAPATNAM, INDIA

FOR

SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, PLACEMENT, R&D SERVICES AND
RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding**(hereinafter called as the 'MOU') is entered into on this the 6th day of – JULY– Two Thousand and Eighteen (06.07.2018), by and between

PITHAPUR RAJAH'S GOVERNMENT COLLEGE (AUTONOMOUS), RAJA RAM MOHAN ROY ROAD, KAKINADA-533001, ANDHRA PRADESH the First Party represented herein by its Dr. C. KRISHNA, PRINCIPAL (hereinafter 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

SYNERGENE ACTIVE **INGREDIENTS** PVT LTD. UNIT-II, VISAKHAPATNAM the Second Party, and represented herein by its Zonal / Divisional Head, N. SURYA PRAKASH RAO, **DIRECTOR**(hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')as

WHEREAS:

A) First Party is a Higher Educational Institutionnamed:

PITHAPUR RAJAH'S GOVERNMENT COLLEGE (AUTONOMOUS)

First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhancedopportunities.

- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutualinterests.
- D) Synergene Active Ingredients Pvt Ltd, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of -PHARMACEUTICALS manufacturing Active Pharmaceutical Ingredients and Intermediates.

Synergene Active Ingredients Pvt Ltd,, the Second Party is promoted

byMr.N.Surya Prakash Rao - Managing Director

Mr.N.Surya Prakash Rao has more than 30 years of rich experience in the field of manufacturing of Pharmaceutical APIs and its intermediates. The overall management of the Synergene Active Ingredients Pvt.Ltd is headed by Mr.N.Surya Prakash Rao who is a Post Graduate in Organic Chemistry. He has enormous experience in API's Production, Quality Control, R&D Project implementation and completion.

E) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU issworn.

Synergene Active Ingredients Pvt. Ltd was commissioned in 2006 and commercial manufacturing started in the same year. Synergene manufactures and supplies Active Pharmaceuticals Ingredients (API'S) for wide range of therapeutic categories. The segments of focus are Anti-Fungal, Anti-Depressants, Anti Migraine. Anti-Glaucoma, Anti-Hypertensive, Analgesic, Anti Histaminic, Anti Biotic, Premature Ejaculation, Nootropic and Cardio Vascular.

Synergene manufacturing facilities are cGMP compliant meeting applicable regulatory standards in terms of infrastructure and Quality Management systems. The company has two manufacturing facilities located at Hyderabad, Vishakhapatnam & recently, a 60 million dollar "Green Field Project" initiated at Visakhapatnam (Unit-III) manufacturing Active Pharmaceutical Ingredients and Intermediates. The company has a presence in domestic and international markets. The company also exports its products to Germany etc.

Synergene Active Ingredients Pvt. Ltd continues to reinforce its position to become a major strategic partner by creating exceptional value for our customers in the global market. Underlying this success is the philosophy of consistent high quality, effective blend of technical expertise and experience, organizational strengths, willingness to invest in infrastructure and ability to work closely with diverse clientele worldwide.

Synergene Active Ingredients Pvt.Ltd, is committed to provide "Active Pharmaceutical Ingredients" and "Intermediates Chemicals" of the highest Quality standards to the entire satisfaction of our customers worldwide.

Synergene is an ISO 9001:2008, GMP and WHO GMP certified company, CEP Holder and USFDA Inspected Facility. Synergene is building on the strength of vertical integration in research, process, API manufacturing, development and commercialization. Synergene is research driven APIs Company having global aspirations. The company is moving towards this goal by seeking regulatory approvals and filing DMFs. The R&D is constantly striving for innovation.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the SecondParty.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills andknowledge.

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenariomeaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of "Active Pharmaceutical Ingredients" and "Intermediates Chemicals" of the highest Quality standards.

Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology .trends and in house requirements.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, ifavailable.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 20% of the students. The Second Party will itself absorb at least 20 percentage of the trained students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the **PITHAPUR RAJAH'S GOVERNMENT COLLEGE (AUTONOMOUS)**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealtseparately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Synergene Active Ingredients**Pvt Ltd, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Synergene Active Ingredients**Pvt Ltd, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge theirobligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting underthis MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the otherParty.

FirstParty

SecondParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of KAKINADA.

AGREED:

For P R Government College (Autonomous) For Synergene Active Ingredients Pvt Ltd

(N. Surya Prakash Rao)

P R Government College (Autonomous)	Synergene Active Ingredients Pvt Ltd
Address: Opp. Mc Laurin High School, Raja Ram Mohan Roy Road, Kakinada-533001	Address: 59-D, Road No. 3, Jawaharlal Nehru Pharma City, Parawada, Visakhapatnam, Andhra Pradesh 531021
Contact Details: 0884 2387888, 94400 93239	Contact Detail: 8978322001
E-mail: kakinada.jkc@gmail.com	E-mail: dinesh@synergeneapi.com
Website: www.prgc.ac.in	Website: www.synergeneapi.com

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