

MEMORANDUM OF UNDERSTANDING (MOU)

Between



PAR Formulations Private Limited, Chennai

And



JSS College of Pharmacy, Udhagamandalam (Ooty)
(A Constituent College of JSS University, Mysore)

For

Facilitating collaborative research & development in the areas of new drug discovery, formulation development, clinical studies and industry academia interaction for teaching and research

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

தமிழ்நாடு தமிழ்நாடு TAMILNADU

RS 100/-

AK 223053

Principal JSSCP Ooty

G. KALAGURUPPANI
B. SIVAKUMAR
14/10, 1st, Hosur Road,
Tamil Nadu, India

TAMILNADU

S. No. 25156

Date: 28/3/14

This MEMORANDUM OF UNDERSTANDING ("MOU") is executed on this Saturday of 29th March 2014 at the JSS College of Pharmacy, Ooty by and between:

1. Par Formulations Private Limited, a company incorporated and registered under the [Indian] Companies Act, 1956 and having its registered office at 1/58, Pudupakkam Main Road, Pudupakkam, Kelambakkam - 603103, Chennai (hereinafter referred to as "Par", which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **FIRST PART**; and
2. JSS College of Pharmacy, a constituent college of JSS University, Mysore and having its principal office at Rocklands, Ooty, The Nilgiris, Tamilnadu State (hereinafter referred to as "JSSCPO", which expression shall, unless repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns), of the **SECOND AND THE LAST PART**.

Par and JSSCPO may hereinafter collectively be referred to as the "Parties" and individually each of them may be referred to as a "Party".

WHEREAS:

- A. Paris engaged in the business of developing and manufacturing pharmaceutical products for pharmaceutical companies and its business includes *inter alia*:

- (a) manufacturing of drugs at various dosage strengths including therapeutically equivalent ANDA based products and other products on a case-by-case basis;
- (b) distribution of various drug product families in the United States of America;
- (c) modified release of oral solid dosage forms as well as immediate release dosage forms of drugs such as tablets, capsules, dry powder and other alternative drug delivery platforms; and
- (d) exchanging new scientific information and knowledge, transferring new technologies, exchanging students, scientists and technicians and commercializing products manufactured and/ or distributed by it through collaborative research;

(hereinafter collectively referred to as the "Business"). The generic-drug portfolio of Par consists of numerous products across a wide range of therapeutic areas that are the therapeutic equivalent of the brand-name pharmaceuticals.

- B. JSS University, Mysore ("JSS University") is an educational, research and development organization that has been deemed to be a university under Section 3 of University Grants Commission Act, 1956, having its administrative offices at Mysore and having the below mentioned institutes as its constituent colleges:

- (a) JSS Medical College, Mysore
- (b) JSS Dental College, Mysore
- (c) JSS College of Pharmacy, Mysore and
- (d) JSS College of Pharmacy, Ooty

(hereinafter collectively referred to as the "Constituent Colleges").

- C. JSS University and its Constituent Colleges impart education and training in health and allied health sciences in their respective campuses and also undertake pharmaceutical and biomedical research, and clinical trials. JSS University is also involved in assisting in many national and international sponsored research projects.
- D. JSSCPO was established in the year 1980 with the object of imparting quality pharmacy education in India at graduate, postgraduate and doctoral levels. JSSCPO has the following mission and vision:

(a) Mission Statement

To impart knowledge, develop skills and competencies in students in pharmaceutical sciences and pharmacy practice

To develop and advance the knowledge, attitude and skills of pharmacists and faculty member who can provide comprehensive pharmaceutical care to patients, improve patient outcomes, and meet societal needs for safe and effective drug therapy.

To develop, promote and nurture research activities pursuing advances in pharmaceutical sciences and pharmacy practice. Translating research into healthcare practice is a cornerstone of our mission.

OBLIGATIONS OF THE PARTIES

The Parties agree that during the proposed transaction under the definitive agreement the,

- (a) results of their research data which are collected, compiled and evaluated shall be shared and mutually exchanged by the Parties and their research findings in relation to areas identified by them will be published in public interest. However, Par shall hold complete unfettered editorial rights with respect to the findings that are to be published by the Parties, which rights shall be exercised by Par to safeguard the mutual interests of the Parties and to protect any intellectual property rights generated through such work;
- (b) instruments and equipments available at their respective facilities shall be shared mutually by the Parties to facilitate the objective intended to be achieved by the Proposed Transaction;
- (c) results of the collaborative research of the Parties may, subject to the consent of Par, be used for experimental and clinical trials and demonstrations, with active participation of the Parties;
- (d) scientific representatives of the Parties shall conduct periodical meetings (minimum half yearly) at such premises as may be mutually identified by the Parties, to discuss their progress on the objectives sought to be achieved by the Proposed Transaction;
- (e) Parties may nominate members of their respective staff to work out the practical details of cooperation between the Parties and in general, to ensure proper and effective implementation of the Proposed Transaction. Such details, as agreed upon, will be confirmed by way of execution of the Definitive Agreements by the Parties.

3. TERM AND TERMINATION

This MOU will be in effect until execution of the Definitive Agreements by the Parties and may be terminated by the mutual written agreement of the Parties. Termination of this MOU shall however, not affect the binding obligations stated in Clause 4, Clause 6 (to the extent applicable), Clause 8.2 and Clause 10 of this MOU and the same shall be binding on the Parties.

Each of the Definitive Agreements shall be in effect initially for a period of 2 (Two) years from the date of its execution and may be renewed subject to mutual written agreement of the Parties. Either Party may terminate a Definitive Agreement by written notification thereof to the other Party. Such notice must be received by the other Party at least 3 (three) months prior to the effective termination date of the relevant Definitive Agreement.

4. CONFIDENTIALITY

The Parties recognize that, by virtue of this MOU, they may be given and may have access to information relating to each Party, its affiliates, the Business and other proprietary information ("**Confidential Information**") and accordingly undertake not to, without the prior written consent of the other Party, divulge and/ or communicate to any person, or use or exploit for any purpose whatsoever, any of the Confidential Information that any Party may receive or obtain as a result of entering into this MOU, and shall use reasonable endeavors to prevent their respective officers, employees or agents, if any, from doing so. This obligations and restrictions contained herein shall not apply to:

- (a) the extent that the Confidential Information is in the public domain other than by breach of this MOU;
- (b) the extent that the Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- (c) in so far as it is disclosed to the employees, directors or professional advisers, lenders, investors of any Party, provided that such Party shall procure that such persons treat the Confidential Information as confidential;
- (d) the extent that any of the Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep the Confidential Information confidential;
- (e) the extent that any of the Confidential Information is required by a Party for the purposes of enforcing or protecting or promoting its rights pursuant to this MOU, or for the purposes of performing the provisions of this MOU or performing the duties and other obligations of this MOU;
- (f) the extent that any of the Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and
- (g) the extent that any information, similar to the Confidential Information, was independently developed by a Party without reference to any Confidential Information furnished by the other Party.

5. INDEMNITY

The Definitive Agreements shall contain mutual indemnity provisions for each Party ("**Indemnifying Party**") to indemnify and hold harmless the other Party ("**Indemnified Party**"), from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of:

- (a) any misrepresentation or breach of any representation or warranty made by the Indemnifying Party in the Definitive Agreement; or
- (b) breach of any covenant or obligation or agreement or undertaking contained in the Definitive Agreement by the Indemnifying Party; or
- (c) the negligent acts or omissions of Indemnifying Party or its agents or employees, pertaining to the activities to be carried by the Indemnifying Party pursuant to its obligations under the Definitive Agreement; provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from claims arising out of the negligence or wilful malfeasance of the Indemnified Party or its officers, agents, or employees or due to the negligent failure of the Indemnified Party to comply with any applicable governmental requirements or to adhere to the terms of the research as specified in the Definitive Agreement.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Clause:

- (a) **"Invention"** shall mean any discovery, concept, or idea (whether or not patentable, and whether or not patent protection has been applied for or granted), made during the conduct of the study/ research relating to the Proposed Transaction during the tenure of the Definitive Agreements, and arising directly from the performance of the study/ research relating to the Proposed Transaction under the Definitive Agreements, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto; and
- (b) **"Intellectual Property"** shall mean all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all Inventions, improvements, developments, discoveries, proprietary information, trade marks, trade mark applications, trade names, websites, internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registerable and whether or not design rights subsist in them), and works in which copy-right may subsist (including computer software and preparatory and design materials therefore).

6.2. The Parties agree that the existing inventions and technologies of each of the Parties, as on date of execution of this MOU, are their separate property respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party.

6.3. Further, in the event that any new Intellectual Property is generated as a result of performance of the obligations of the Parties under the Definitive Agreements (including any Intellectual Property generated as a result of any project and/ or joint research projects undertaken by the Parties under the Definitive Agreements), Par shall take all responsibility for filing and processing of such collaborative Intellectual Property (including bearing of all expenses for any pre-grant or post-grant oppositions relating thereto). The Parties agree that all Intellectual Property jointly developed or acquired by them under the Definitive Agreements, shall be the sole property of Par.

6.4. JSSCPO agrees that all applications for registration of any Intellectual Properties developed under the Definitive Agreements, shall be made in the name of Par and shall be made by Par only and JSSCPO shall provide all such information and assistance as may be deemed necessary in this regard to Par.

6.5. The Parties will maintain confidentiality of all Intellectual Properties developed by any of them under the Definitive Agreement and shall not use the information in relation to such Intellectual Properties for any purpose other than those authorized in writing by the owner of intellectual Property. However, wherever Par's services are employed for patent filing, sealing, protection know-how developed, JSSCPO shall automatically assign the know-how to Par on a non-exclusive basis, the financial reimbursement for this assignment being the cost of the company assistance as above and the financial charges as mentioned in clause 6. Additionally, a lumpsum technology transfer charge to JSS may be considered on a case to case basis.²

² The exact intent of the highlighted portion is not clear.

7. DISPUTE RESOLUTION UNDER THE DEFINITIVE AGREEMENTS

- 7.1. The Definitive Agreements shall be governed and construed in accordance with the laws of India and each Party under the Definitive Agreements shall irrevocably submit to the exclusive jurisdiction of the courts at Chennai, India in respect of any disputes, legal action or proceedings arising out of the provisions of the Definitive Agreements.
- 7.2. The Definitive Agreements shall also specify that:
- (a) any disputes or disagreements, arising out of, relating to or in connection with the terms and conditions of the Definitive Agreement or with respect to the validity, interpretation, implementation or alleged material breach of any provision thereof, whether during the subsistence of the Definitive Agreement or after its termination, shall be amicably settled between the Parties by mutual discussions between the senior management of the Parties;
 - (b) in the event that such dispute has not been amicably settled within sixty (60) days, then such a question or dispute shall be referred to the arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator to be appointed jointly by the Parties. In the event of the Parties not being able to concur on the appointment of a sole arbitrator, such sole arbitrator shall be appointed as per the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the Parties. The place of arbitration shall be Bangalore and the language to be used in the arbitral proceedings shall be English. The arbitrator's fee shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

8. PUBLICATIONS

- 8.1. Subject to Clause 2(a) above, the Parties reserve the right to publish or otherwise make public the data resulting from the studies conducted pursuant to the terms of the Definitive Agreements. The Party wishing to publish or make public its findings, shall submit any such manuscript or release to the other Party for comment prior to its publication or release.
- 8.2. Neither Party shall use the name of the other Party or any of its employees in connection with any press release, advertisement, promotional literature or any other publicity matters relating to this MOU or the Proposed Transaction without the express prior written consent of the other Party.
- 8.3. Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party.

9. RELATIONSHIP OF PARTIES

The Parties shall act in their independent capacities in the performance of their respective functions under this MOU and no Party shall be considered as an officer, agent or employee of the other Party.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts at Chennai, India in respect of any disputes, legal action or proceedings arising out of the binding provisions of this MOU.

11. NOTICES

Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to Par :

Attn: Muthusamy Shanmugam
Address: 1/58, Pudupakkam main Road, Pudupakkam, Chennai.
Phone: 044-67480103
Fax No: 044-27474517
Email: muthusamy.shanmugam@parpharm.com

In the case of notices to JSSCPO :

Attn: Dr.S.P.Dhanabal
Address: JSS College of Pharmacy, Rocklands, Ooty - 643001
Phone: 0423-2443393
Fax No: 0423-2442937
Email : jaspharm@hotmail.com

All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the day of receipt, if transmitted by courier or registered airmail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Parties not less than 30 (thirty) days prior written notice.

12. AMENDMENT

It is mutually agreed that this MOU may be amended or modified renewed by the mutual written consent of the Parties.

13. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

14. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by either of the Parties without the prior written consent of the other Parties and any attempted assignment in violation of the terms hereof shall be void.

15. COUNTERPARTS

This MOU may be executed in counterparts and each counterpart shall, taken together, constitute one and the same instrument.

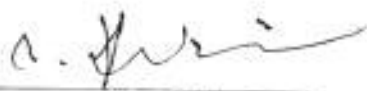


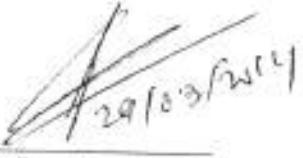
16. NON-BINDING

This MOU is intended as a summary for discussion purposes only. This MOU does not reference all of the detailed terms, conditions, representations, warranties, covenants and other provisions in relation to the Proposed Transaction that would be contained in the Definitive Agreements. For the

avoidance of doubt, this MOU does not constitute an offer capable of acceptance and, except as expressly provided, will not give rise to any legally binding obligation on the part of any Party to consummate the Proposed Transaction. None of the Parties shall be legally bound with respect to the transactions contemplated herein unless and until such Parties have executed and delivered to each other the Definitive Agreements.

Notwithstanding anything contained in the above paragraph or any other provision contained herein, each Party expressly acknowledges and agrees that it shall be bound by the provisions of the Clauses titled "Confidentiality", "Intellectual Property", "Publication" and "Governing Law", to the extent applicable, with effect from the date of execution of this MOU.

In witness whereof, the Parties hereto caused this MOU to be executed on this Saturday of March 29, 2014.

<p>Signed for and on behalf of Par Formulations Private Limited, Chennai</p>  <p>Name : Mr. C. Venkatesan Designation : Associate Vice President-Operations</p> <p>Witness</p>  <p>Name : Mr. Sampath Kumar C. Designation : Associate Vice President-HR</p>	<p>Signed for and on behalf of JSS College of Pharmacy, Ooty</p>  <p>Name : Dr. S. P. Dhanabal Designation : Principal</p> <p>Witness</p>  <p>Name : Dr. Afzal Azham Designation : Vice Principal</p>
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