

**MSN** □



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY  
GANDIPET, HYDERABAD**

**AND**

**MSN LABORATORIES PRIVATE LIMITED  
HYDERABAD, TELANGANA**


**MSN** □





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J KESHAVA RAO  
S/o J. KURMA RAO  
R/o KOTHAGUDA, KONDAPUR  
For Whom  
MSN LABORATORIES PRIVATE LIMITED

  
AZ 405065  
KORNU BHASKARA RAO  
LICENSED STAMP VENDOR  
Lic. No. 1711013/2013  
Ren.No. 1711014/2022  
Patancheru  
Ph 7981427068

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 29<sup>th</sup> day of January'2024 by and between

**MSN LABORATORIES PRIVATE LIMITED**, a Company incorporated under the Indian Laws, bearing CIN U24239TG2003PTC041583 having its registered office at MSN House, Plot No: C-24, Industrial Estate, Sanathnagar, Hyderabad – 500018, Telangana, India and its Corporate Office at MSN Corporate, H. No. 2-91/10 &11/MSN, Whitefields, Kothaguda, Kondapur, Hyderabad 500 084, Telangana, India represented by its **Vice President- HR, Mr. Padmanabhan S** (hereinafter referred to as 'MSN') which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its subsidiaries, affiliates, successors and assigns of the First Party.

**AND**

**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY**, Hyderabad, Telangana-500075 represented by its **Principal, C. V: Narasimhulu** (hereinafter referred to as "CBIT" which expression shall unless contrary to the meaning and context thereof mean and include its successors, representatives and permitted assigns) of the Second Party.

Within this MoU, both the parties are hereinafter individually referred to as "Party" and collectively referred to as "Parties" wherever the context so requires.









**Preamble:**

**WHEREAS**, MSN is well established Pharmaceutical Company having its own Manufacturing Units both Bulk Drugs, Bulk Intermediaries, Finished Dosage Formulation's besides having its own Research & Development Centers within the State of Telangana with its presence in both domestic and many international markets

**WHEREAS, Chaitanya Bharathi Institute of Technology (CBIT)**, established in the Year 1979, esteemed as the Premier Engineering Institute in the States of Telangana and Andhra Pradesh, was promoted with an Objective to facilitate the Best Engineering and Management Education to the Students and contribute towards meeting the need of Skilled and Technically Conversant Engineers and Management Professionals, for the Country that embarked on an Economic Growth Plan. In its four decades of existence, all the Stake Holders of the Institute relentlessly endeavored to position CBIT as an Institution that is a Leader and an Innovator in the Ecosystem of Engineering Higher Education and Management. With the Students being the singular Objective, the Institute has established excellent Infrastructure such as State-of – the Art Laboratories, spacious Library with Printed and Digital Collection of Books and Journals, Sports, Hostel, and other Infrastructure for Research, Innovation, Incubation, Entrepreneurship, Extra and Co-Curricular Engagements with a total built-up Area of about 57,714 Sq. Mts., in the serene Ambience of 50 Acres to inspire, encourage and pursue Academics. In its relentless strive for Academic excellence; CBIT has scaled great heights both nationally and internationally in Industry and Global Universities.

**WHEREAS** MSN aims at imparting training to its employees on Engineering Principles to enhance their knowledge, skills and employability in pharmaceutical related concepts which would be of help and support to them in working in the Industry.

**WEHEREAS** CBIT has approached MSN and stated that their College has an excellent faculty and well qualified & experienced teachers and Eminent educationalists having a reputed academic track record and has a state of art infrastructure of CBIT with well-organized and fully equipped laboratories and with a voluminous, ventilated library, and providing training on Engineering Principles for employees and provide them with practical and knowledge to enhance their skills to work in Pharma Industry.

**WEHEREAS** based on the representation of CBIT, MSN agreed to avail the services of CBIT for providing the Training on Engineering Principles for its employees.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERSTANDINGS AND COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

**I PROGRAMMES AND OBLIGATION OF CBIT:**

1. The Department of Chemical Engineering, CBIT has agreed to conduct "Engineering Principles -training program" (hereinafter referred to as "Program") to the MSN employees at its Campus at **CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY, Hyderabad, Telangana-500075.**





2. The Department of Chemical Engineering, CBIT has agreed to take the entire responsibility to conduct the said Program with its own teaching staff and providing access to the said students its library and the equipment during the said Program.
3. It shall be the sole responsibility of the Department of Chemical Engineering, CBIT in preparation of the Structure and Syllabi for Engineering Principles training program in mutual consultation with MSN, for the period of 45 days.
4. **Prof. M Mukunda Vani**, Chemical Engineering Department, CBIT is the Principal Investigator and **Mr. I Bala Krishna**, Assistant Professor, Chemical Engineering Department, CBIT is the Co- Principal Investigator for this consultancy activity.
5. MSN has agreed to fund the said program.
6. The MoU is applicable for the Program conducted by the Department of Chemical Engineering, CBIT for MSN for Engineering Principles -training program.
7. A Monitoring Committee will be constituted with members from both the parties. The committee will meet in the CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY, Hyderabad, Telangana-500075 at least once in 15 days to review the progress and suggest suitably for ensuring quality of the program

## II PROGRAM FEE:

1. MSN shall pay CBIT, a consultancy fee for the proposed Program @ **Rs. 12,00,000/- (Rupees Twelve Lakhs only)** for a minimum term of 45 days of the said programme scattered in a year for 60 employees. GST will be paid by MSN as per the actuals (18%). Hence, the total consultancy fee including GST will be **Rs 14,16,000/- (Rupees fourteen lakh sixteen thousand only)**.
2. The Parties further agree that all other Taxes and Duties: like income tax and other duties, (if any) will be borne by CBIT.
3. All the payments will be made by MSN CBIT through Cheque/RTGS/NEFT before the commencement of each batch.

## III CONFIDENTIAL INFORMATION

1. Where MSN and CBIT share sensitive, confidential information and material which are classified/patented/copyrighted and marked as confidential by either Party, the same should neither be shared nor be used for any other purpose other than for the program for which this MoU is entered, without express written permission from the other Party. Whereas material and information with rights of the third party are used, the same can only be used by either Party with express permission from the right holder.





2. CBIT shall neither disclose the details set out herein in any journal, magazine or publication or other medium nor otherwise use MSN name in any of its advertising material without MSN prior written consent which may be given or withheld at MSN sole discretion.
3. Such obligation of the CBIT not to disclose MSN confidential information shall survive termination of this MoU

#### IV INTELLECTUAL PROPERTY RIGHTS:

1. The CBIT asserts that no third-party intellectual property rights shall be violated in rendering the activities herein.
2. All intellectual property rights in and over the material, developments, information etc. that are provided by CBIT to MSN as a part of the activities herein including its advice, ideas, concept, content, materials shall jointly vest with CBIT and MSN shall have unlimited, royalty free exclusive worldwide rights to exploit the same in perpetuity throughout the world.

#### V UNDERTAKING:

1. The CBIT shall undertake, defend and hold good MSN and its affiliates, employees and officers for without limitation (a) any breach, any representations and warranties of the CBIT as agreed under this MoU; and (b) any third-party actions/ claims brought against MSN for any breach, violations, infringement of any applicable laws, infringement of third-party intellectual property rights or otherwise.
2. Except for making the payment of **Rs. 12,00,000/- (Rupees Twelve Lakhs only) + GST charges** per batch of 60 employees, MSN shall not be liable for making any payment of whatsoever nature to CBIT.

#### VI LIMITATION OF LIABILITY:

1. Notwithstanding anything contrary contained herein, in no event will MSN be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential or exemplary damages whether foreseeable or not, that are in any way related to this MoU, its breach or termination whether arising out of contract, tort or otherwise arising out of the activities hereunder, including negligence, irrespective of whether MSN has advised CBIT of the possibility of such damages or not.
2. The liability of MSN under this MoU is limited to the extent of the fee agreed to be paid under this MoU. However, during the training program any damages to the property, physical infrastructure, laboratory equipment etc.

#### VII TERM AND TERMINATION:

1. The term of this MoU shall be for a period of 45 days from the day of course commencement. This MoU shall be extended upon mutual consent of both the Parties in writing.





**VIII Effects of Termination:** Upon termination of this MoU:

1. Both the Parties shall reconcile their accounts and determine the amounts to be settled.
2. Upon termination, the CBIT shall cease to use all the information material (if any) in possession and shall forthwith promptly return all materials, information and data, including any material, access cards, devices, information, documentation etc., and all other properties within 7 (seven) days and if necessary certify the same in writing.

**IX GOVERNING LAW AND DISPUTE RESOLUTION:**

1. This MoU shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts situated at Ranga Reddy
2. Any dispute, difference or question at any time arising between the Parties hereto as to the constructions, meaning, validity or effect of this MoU or any clause, matter or thing herein contained or the rights and liabilities of the Parties hereunder, which the Parties are unable to resolve amicably shall be referred to the courts having exclusive jurisdiction at Ranga Reddy.

**X. FORCE MAJEURE:**

1. Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the Force Majeure event such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotion, etc.
2. Provided on the occurrence and cessation of any such event the Party effected thereby shall give a notice in writing to other Party within one month of such occurrence or cessation. If force majeure continues beyond six months, the Parties shall jointly and amicably decide about the future course of action to be taken. In these circumstances, this MoU may be terminated immediately without penalty by written notice from one Party to the other.

**MOU also includes the following benefits:**

1. To provide opportunities for staff and students to use expertise and facilities available in both the organizations through training of students/ staff and through exchange of thoughts by brain storming sessions/seminars/workshops and meetings.
2. To support the exchange of academic, research and training material.
3. To share experiences and expertise concerning institute administration and management.
4. To encourage any other activities that both the institutions agree to be of mutual benefit.
5. MSN and CBIT will jointly submit research proposals of mutual interests to international research institutions for funding.
6. MSN will facilitate sponsorship programs for research collaboration for CBIT faculty





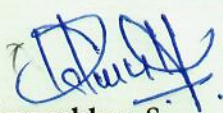

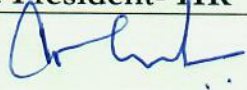
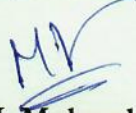


- members, researchers and students.
7. MSN and CBIT will develop a mechanism for developing technology transfer under the provision of Intellectual Property Rights. Any joint research outcome will be jointly patented and outcome of the patent will be jointly shared in mutually agreed proportions through signing a separate mutual agreement. This will be governed by the IPR policies of CBIT University.
  8. Any other research / collaborative activities such as seminar, workshops, consultancy, development of research data & facilities in the area of chemical engineering for mutual benefit.

**XI MISCELLANEOUS:**

1. No modifications / amendments to this MoU shall be valid and effective unless made in writing and signed by both the Parties.
2. CBIT shall not use the name of MSN in any of its admission brochures or in any advertisement without the prior consent of MSN in writing.
3. All notices and other communications required to be served on the Parties under this MoU shall be considered to be served if the same shall have been delivered to, left with or posted by registered mail to the Parties at its last known address of business.
4. CBIT acknowledges that MSN follows its Code of Business Conduct and Ethics Ombudsperson procedure while doing business and values those who adhere to the same.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE AGREED TO SIGN THE MoU ON THE DAY NAMED FIRST ABOVE.**

<b>For and on behalf of</b> MSN Laboratories Private Limited	<b>For and on behalf of</b> CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY
Signature: 	Signature: 
Name: Padmanabhan S Title: Vice President- HR	Name: C. V. Narasimhulu Title : Principal
Witness Signature: 	Witness Signature: 
Name: K.L.N. Murthy Title: Senior General Manager - HR	Name: Dr. M. Mukunda Vani Title: Head of Chemical Engg Dept., CBIT
Date and Place	Date and Place

## ANNEXURE 1

### Terms and conditions:

- The Department of Chemical Engineering, CBIT shall share the attendance report of the candidates weekly.
- The Department of Chemical Engineering, CBIT shall work towards personal grooming of the individual and shall bring it into notice of MSN representative if any disciplinary issue is surfaced.
- CBIT Infrastructure like: classrooms, cleaning, washrooms, furniture, washrooms shall be well maintained.
- All the institute rules related to attire, discipline & conduct are applicable to MSN candidates.
- No holidays except Sunday are to be there. Any festive holiday shall be compensated with any other working day with mutual consent.
- The Department of Chemical Engineering, CBIT shall share the timetable for proper coverage of subjects and topics.
- Assignments and classroom exams shall be conducted.
- Meals and Snacks shall be arranged by CBIT on payment and prepared and served in Hygienic manner.

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