

MEMORANDUM OF UNDERSTANDING

BETWEEN



Bhaskar Pharmacy College
Bhaskar Nagar, Yenkapally (V)
Moinabad, Hyderabad

AND



Zeal Biologicals
West Maridpally
Hyderabad, Telangana

This Memorandum of Understanding (MoU) is made on this 08th November, 2023 between **Bhaskar Pharmacy College**, a Pharmacy college located in Moinabad, Ranga Reddy, Telangana (hereafter referred to as **Bhaskar Pharmacy College**) and **Zeal Biologicals** a private company located at Plot no 41, near renuka yellama temple, samarth colony, West Marredpally, Secunderabad, Telangana 500026, Telangana (hereafter referred to as **Zeal Biologicals**)

About Bhaskar Pharmacy College

Bhaskar Pharmacy College was established in the Year 2007 by great visionary & educationalist Sri. J.Bhaskar Rao under J.B Educational Society. We are making the constant efforts to strengthen the research culture among the students and faculty, and creating encouragement and motivation towards research environment and promote research activities and develop research linkages, a strong R & D center is being established in this institute.

About Zeal Biologicals.

In 2013, Zeal Biologicals was established as an R&D laboratory with a primary focus on researching various soil types and bio strains. The company later expanded its operations in 2016 adding nanotech organic fertilizers driven by the aim to provide farmers with effective solutions to enhance soil health, improve crop vitality, and increase overall yield. By improving soil health, the company aims to contribute to the preservation and restoration of the natural ecosystem. Simultaneously, Zeal Biologicals recognizes the challenges faced by farmers in managing their crops and seeks to provide affordable, customized solutions for pest and crop management. These solutions not only lead to better yields but also aim to encourage a shift from traditional farming to organic smart farming. Her commitment to the environment and farmers. Through research, innovation, and customized solutions, the company endeavors to improve soil

health, enhance crop management practices, and drive the transition towards organic farming. By doing so, Zeal Biologicals seeks to contribute to a more sustainable and prosperous future for agriculture

Our Team:

Team with a scientific background

Agriculturist

Microbiologist

Chemist

Food Technologist

Support of full fledged running laboratory in depth guidance for Organic certification, Material safety sheets(MSDS), Nutrition values, FSSAI certificate.

The partners have entered into this MoU because they:

RECOGNIZE the mutual interest in the fields of training and development and dissemination of knowledge and also

RECOGNIZE the benefit both the environment and farmers

RECOGNIZE the importance of the Industry Partner within its field of expertise

This MoU will enable the parties to:

SET the ground for longer-term Academia-industry partnerships in the field agriculture

PROVIDE universities access to industrial environments for applied and problem-based learning and Enhancing Employability of the students

Considering the mutually beneficial relationship to be established in areas of education, training and academic cooperation to further the missions of their respective institutions, both **Bhaskar Pharmacy College** and **Zeal Biologicals** do hereby enter into this MoU as follows:

1. **PURPOSE OF THE MoU**

To establish a mutually beneficial relationship based on education, scientific and academic cooperation between the two Parties in terms of collaborative training programs and other academic exchanges for societal benefits using academic tools.

Accepted

[Signature]

2. **SCOPE AND AREAS OF COOPERATION:** Both Parties do hereby agree on the following areas of academic and related cooperation:

- a) Joint academic and training programs.
- b) Organization of seminars, workshops and conferences.
- c) Exchange of students, faculty members and researchers.
- d) Exchange of information, publications and materials for academic purposes.
- e) Other activities as may be mutually agreed upon by the Parties.

3. **GENERAL CONDITIONS**

- a) The aforementioned scope and areas of cooperation shall be realized by means of mutual consultation and exchange of relevant information between the appropriate institutional officials/departments/divisions of the two Parties.
- b) Neither Party nor its personnel shall be considered as an official, employee, representative or joint partner of the other Party. Neither Party shall enter into contract or any other agreement on behalf of the other Party.
- c) Both **Bhaskar Pharmacy College** and **Zeal Biologicals** subscribe to the policy of equal opportunity and shall not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.
- d) Any activity to be taken up shall be completed within a stipulated time as agreed upon by the Parties.
- e) This MoU will provide the foundation and framework for later particular project(s)/program(s), developed by academic and administrative units/departments of both Parties.
- f) This MoU sets forth the intentions of the Parties to foster collaboration and cooperation in areas of mutual interests without legally binding commitments. If both Parties later agree to undertake specific joint projects with legally binding obligations, separate written agreements for such project(s) shall be made with mutual consent on each Party's contributions, responsibilities, and financial implications.

4. **MODE OF OPERATION**

Each Party shall designate a coordinator or a group of persons for coordinating and carrying out any activity of mutual interest.

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5. **FINANCIAL COMMITMENT**

Nothing in this MoU shall be deemed a commitment or obligation of funds from either Party. Financial implication, if any, for carrying out any activity shall be negotiated and agreed upon in writing by the Parties.

6. **COMPLIANCE**

Both **Bhaskar Pharmacy College** and **Zeal Biologicals** shall be responsible for compliance with and implementation of respective national, state, regulatory and/or licensing agencies during the term of MoU, which shall be governed by and construed in accordance with the applicable laws and statutes of the respective Parties, and shall be contingent upon both Parties for securing and maintaining all necessary accreditation, approvals and/or licenses.

7. **PROPERTY RIGHTS**

Both **Bhaskar Pharmacy College** and **Zeal Biologicals** shall jointly share the outcome of collaborative academic and research works in terms of authorship, patent, copyrights, and other intellectual property rights.

8. **CONFIDENTIALITY**

- a) Parties agree that confidential or proprietary information of the other Party shall not, unless specifically permitted in writing by the Party providing the said information, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this MoU. The disclosure to any such Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.
- b) The obligations of confidentiality however shall not apply to information that:
 - i. is not disclosed in writing or reduced to writing and marked with appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;



- iii. is or later becomes part of the public domain through no fault of the recipient party;
- iv. is received from a third party having no obligations of confidentiality to the disclosing party;
- v. is independently developed by the recipient party; or
- vi. is required by law or regulation to be disclosed.

9. **ARBITRATION, APPLICABLE LAW AND JURISDICTION**

- a) Any disputes between the parties shall be resolved by mutual discussions between the single point of contact from both parties in presence of representatives nominated by parties. Unresolved disputes, if any, shall be resolved by a panel of experts nominated by respective parties. The territorial jurisdiction of the dispute shall be at Hyderabad only.
- b) This MoU shall be governed by the Laws of India and subject to the jurisdiction of Courts in Hyderabad.

10. **NON COMPETE AND NON POACHING**

Both **Bhaskar Pharmacy College** and **Zeal Biologicals** agree not to indulge in competition which will harm each other's business interests. They also agree not to poach each other's employees for a period of upto 2 years from the date of this agreement.

11. **ASSIGNMENT**

Neither Party shall be permitted to assign or transfer any interest in this MoU without the prior written approval of the other Party.

12. **LEGAL STATUS**

This MoU is not to be construed as creating legal relationship between the Parties. It is only a statement of intent to foster genuine and mutually beneficial cooperation.

13. **TERM OF AGREEMENT**

This MoU shall become effective from the date of signing by the official representatives of the Parties, and shall remain in force for a **period of five years**. The MoU may be renewed and extended upon mutual agreement prior to the date of expiry.

Aravind

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14. TERMINATION

- a) Termination of this MoU may be affected upon deliberation by both Parties. Either Party has the right to terminate the MoU by giving six-month notice in writing to the other Party.
- b) Upon termination, any faculty or student(s) or Scientists/ Engineers involved in any collaborative program as set forth in separate written agreement(s) shall be permitted to complete the program unless both Parties mutually agree to terminate such agreement(s).

15. AMENDMENT

This MoU may be amended by written agreement between the Parties.

For Bhaskar Pharmacy College

Signature:

Name: Dr. A. Srinivasa Rao

Designation: Principal

Date: 08.11.2023

PRINCIPAL
BHASKAR PHARMACY COLLEGE
Bhaskar Nagar, Yenkapally (V),
Moinabad (M), R.R. Dist.
Hyderabad-500 075. T.S.

For Zeal Biologicals



Signature:

Name: Mrs. Surjit Kaur

Designation: CEO, MD

Date: 08.11.2023