

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into as of **28/04/2022** by and between:-

"AVENIDA INNOVATIONS", SPS Vamsi Nivas, Plot no 4, KPHB colony Phase V, Hyderabad. [Email: ashdhar@avenidapro.com] henceforth referred to as the "Party A".

AND

DEPARTMENT OF PHARMACY PRACTICE, SRI ADICHUNCHANAGIRI COLLEGE OF PHARMACY, a constituent college under Adichunchanagiri University, B.G Nagar, Nagamangala Taluk, Mandya District, Karnataka-571448 [Email: rambha_vin@yahoo.com] henceforth referred to as the "Party B".

The parties shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS, in consideration of the mutual understandings contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed between the Parties to this MOU, as follows:

BACKGROUND

Avenida Innovations is a global organization focused on establishing benchmarks of excellence in training for the pharmacy, healthcare, and life sciences industries. With offices in the United States and India, Avenida offers excellent support to the individuals and companies it serves. Avenida has highly experienced experts from the health sector in its network and also a base of approximately 10000 pharma graduates, 100s of college and universities in direct contact as of date. There is always a need for quality, job ready pharmacy/ health care graduates and professionals for the industry. There is a huge skill gap in pharmacy/healthcare graduates in the country.

All Parties hereby form themselves into this MOU for the benefits of each other in the future and ultimately the wider population (hereinafter jointly referred to as the "Purpose") or for upcoming projects as both have a synergy in their space of work and engagements. The objective of this MOU is to bridge this skill gap through collaboration and partnership between both parties. Under this MOU all the parties shall complete projects on the agreed conditions of this MOU which shall be followed during the course of this MOU.

ENGAGEMENT & SCOPE

This MOU contemplates the proposed engagement of the Parties. All Parties accept such engagement and agree that they shall during the term of their engagement hereunder conscientiously provide their resources and perform the required services to the full limit of their ability, and further agree that they shall promptly and faithfully comply with all requirements, directions, requests, rules, and regulations.

All Parties do hereby agree as under:

1. The party A agrees to collaborate and support in organizational development, pedagogy, patent, research, innovation, incubator, startup, mentoring, industry partnership, internship, and starting new

2. The party A agrees to collaborate for conducting workshop/seminar/conference at least once in every year at the campus of party B
3. The party A agrees to provide training to the Pharmacy/PharmD students of party B in the fields of

Clinical Pharmacy

Clinical Research

Clinical Data Management, Data Analytics

Pharmacovigilance

Career Abroad

Medical Writing and Communication

Ideas to IPR

Informatics

Any other fields as needed

4. The party A agrees to provide career guidance to interested students of Pharmacy/Pharm.D and other courses of party B
5. Both the parties agree to use each other promotional materials (logo, pamphlets, name & address, contact details, etc..) in any event organized by both the parties only for promotional activities

All parties have full capacities for the responsibilities above and will execute as described. Except this, all the parties will share responsibilities on a mutually agreed basis and hence share the expense, profit, and any other credits depending on agreed terms and conditions as mutually agreed.

1. INDEMNIFICATIONS

All Parties shall indemnify and hold harmless each other, their affiliates, and respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out or relating to, the services of Parties under this MOU.

2. LIABILITY

All partners, sponsors, and volunteers are absorbed in any liability resulting from any services provided during the mutually agreed events.

3. NON-DISCLOSURE

All partners are working together in this endeavor. Neither Party will use, copy, adapt, alter or part with possession of any information of the others which is disclosed or otherwise comes into its possession under or in relation to this MOU and which is of a confidential nature.

4. **FINANCIAL IMPLICATIONS** Once both the parties agree and decide the priority areas of implementation, financials will be mutually discussed and decided

5. GENERAL

- 1) The parties to this MOU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MOU.
- 2) This MOU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

- 3) The parties to this MOU shall be permitted to use the other's name, crest, logo, or branding after obtaining the other's prior consent to such use and fully complying with the user guidelines.

6. NOTICES & COMMUNICATION

The communication necessary for the performance of this MOU shall be made through the contact details provided in this MOU.

7. ADDENDUM



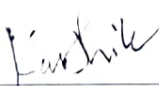

A party to this MOU may request an amendment to this MoU at any time, provided such amendment is with the prior written consent of the authorised representatives of all parties.

8. TERMINATION

Termination of this MOU by each Party before the execution and delivery of the definitive agreements shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief, or damages.

SIGNATURES:

This MOU is executed on behalf of the parties by their respective duly authorized signatory as set out below:

<p>For Avenida Innovations (Party "A")</p>  <p>Authorized Signatory</p> <p>Name: Dr. Ashwani Dhar Designation: Co-founder & President, Avenida Innovations</p>	<p>For Department of Pharmacy Practice, Sri Adichunchanagiri College of Pharmacy, Adichunchanagiri University (Party "B")</p>  <p>Authorized Signatory</p> <p>Name: Dr. B Ramesh Designation: Principal, Sri Adichunchanagiri College of Pharmacy, Adichunchanagiri University</p>
<p>WITNESS :</p>  <p>_____</p> <p>Name: Dr. Karthik Rakam Designation: Co-founder, Avenida Innovations</p>	<p>WITNESS :</p>  <p>_____</p> <p>Name: Dr. Rajesh Venkataraman Designation: Professor & Head, Department of Pharmacy Practice, Sri Adichunchanagiri College of Pharmacy, Adichunchanagiri University</p>