

# AQuity

## Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on 10<sup>th</sup> of October, 2022 by and between:

**AQUNITY SOLUTIONS INDIA PRIVATE LIMITED** a company registered under Companies Act 1956 and having its Registered Office at 1st Floor, Unit No. 103, Reliable Plaza, Plot No. K 10, Kalwa Industrial Area, Village - Elthen, Airoli Navi Mumbai Thane MH 400708. (hereinafter referred to as "AQuity Solutions").

AND

Vijaya Institute of Pharmaceutical Sciences for Women, Prathap Industries Road, Enikepadu, Vijayawada Rural, Vijayawada-521108, A.P, India, hereinafter referred to as the "**Institution**" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates.

AQuity Solutions and The Institution are also referred to as the "**Parties**" in the collective and as the "**Party**" in the singular.

1. This MOU between **AQuity Solutions** and Institution is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent ("Collaboration"). The Collaboration hereunder shall commence on 10<sup>th</sup> of October, 2022 and will be valid for TWO (2) years from the date of commencement. The educational programs conducted under this Collaboration will offer an opportunity as detailed in Annexure I.
2. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.

**Aquity Solutions India Private Limited** (CIN U72900MH1999PTC120346)

(Formerly Known as MModal Global Services Private Limited)

10-3-189, Block No. 502 & 601, 5th & 6th Floor, West Block, Archana Arcade, St. John's Road, Secunderabad - 500025  
Telangana, India. Tel: 040-66120700.

Registered Office: 1st Floor, Unit No. 103, Reliable Plaza, Plot No. K 10, Kalwa Industrial Area, Village- Elthen,

Taluka & Dist. Thane, Airoli, Navi Mumbai, Maharashtra - 400 708. India. Tel: +91-22-3307 7000 Fax: +91-22-3307 7076

[www.aquitysolutions.com](http://www.aquitysolutions.com)



An ISO 9001:2015 Certified Company

4. Institution agrees to unconditionally grant AQUITY SOLUTIONS a preferential status for recruiting it's students from the campus.
5. The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other party in any manner. Each party shall bear their respective expenses incurred under this Collaboration.
6. Neither party shall:
  - a) Infringe the intellectual property belonging to the other party
  - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
  - c) Be or represent itself as a representative of the other
  - d) Create any liability for the other

The parties shall keep the other indemnified against the breach of this clause.

7. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties' trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

Both Parties agree and confirm that they shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering Services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Services under this MoU have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this MoU) to ensure either Parties Confidential Information disclosed under this MoU is protected from unauthorized use and disclosure. Both Parties hereby assumes full liability for the actions of its Personnel who have access to



the Confidential Information provided by each other and agrees that it shall be liable for all such actions as though those actions were the actions of the other.

Save as permitted in clause above:

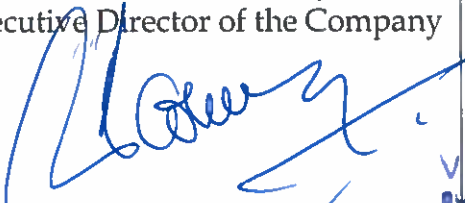

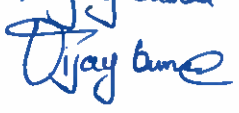

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
  - the receiving Party shall take all steps as may be reasonably necessary' to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
  - promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
  - use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.
- Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.
8. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits. business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU.
  9. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable Aquity Solutions policies when working on Aquity Solutions premises with regard to Collaboration. The Institution agrees to keep Aquity Solutions fully indemnified against any unlawful activity or breach of instructions from Aquity Solutions by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
  10. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such



disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.

11. This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.
12. This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:

<p>Signed and delivered by the within named AQuity Solutions India Private Limited through the hands of Mr. Subrahmanya Sarma Balijepalli, Executive Director of the Company</p>	<p>Signed and delivered by the within named Institution through the hands of _____</p>
	 <b>PRINCIPAL</b> <b>VIJAYA INSTITUTE OF</b> <b>PHARMACEUTICAL SCIENCES FOR WOMEN</b> <b>ENIKEPADU, VIJAYAWADA-521 108.</b>
<p>In the Presence of:</p>	<p>In the Presence of:</p>
<p>Witness:</p>	<p>Witness:</p>
<p>Name: Gh. Vijay Kumar</p>	<p>Name: A. Jayaram Reddy</p>
<p>Signature: </p>	<p>Signature: </p>

*Note: A circular blue stamp for 'AQuity Solutions India Private Limited' is visible in the left column, and a larger circular blue stamp for 'VIJAYA INSTITUTE OF PHARMACEUTICAL SCIENCES FOR WOMEN ENIKEPADU, VIJAYAWADA' is visible in the right column.*

## Annexure I

- Orientation to Faculty members
- Provide assistance and feedback for curriculum and suggest enhancements
- Conduct orientation session for students and career opportunities
- Subject matter experts would interact with students
- Internship opportunities to qualified students
- Deliver guest lectures on mutually agreed topics subject to expert's availability
- Conduct workshops for students
- Campus Recruitment drives

