

Principal  
PSGCP



தமிழ்நாடு தமிழ்நாடு TAMILNADU  
2.06.2019 The Registrar,  
Tamil Nadu Agricultural  
University, Coimbatore

ஆர். செந்தில்குமார்  
ஸ்டாம்பு வெள்ளை  
லை.நெ.7333/பி1/97/இ5  
29ஏ.வினாயகர் கோவில் வீதி,  
செலவம் நகர், வடவள்ளி, கோவை

BV 220000

### MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding, hereinafter referred to as Memorandum, is entered into this day Monday 17<sup>th</sup> of June, 2019

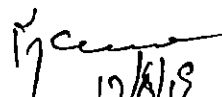
### BETWEEN

The Registrar, Tamil Nadu Agricultural University (TNAU), Coimbatore, hereinafter called the FIRST PARTY which expression shall unless repugnant to the context and meaning there of mean and include his successor, representative and assigns

### AND

PSG College of Pharmacy, a unit under PSG & Sons' Charities, Peelamedu, Coimbatore, represented by its Principal, hereinafter called the SECOND PARTY which expression shall unless repugnant to the context and meaning thereof mean and include his successors, representatives and assigns.

  
**REGISTRAR**  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

  
17/6/19  
Dr. M. Ramanathan, M.Pharm, Ph.D.  
Principal  
PSG College of Pharmacy  
Peelamedu, Coimbatore-4.

**Both of them together hereinafter called the Parties**

**1.0 This memorandum shall be in force for a period of five years**

**2.0 The Parties hereby agree that they shall execute an Agreement incorporating the details of implementing the provision of the Memorandum within a period of three months.**

**3.0 The period mentioned in Para 3 may be extended to a further period in exceptional circumstances by the mutual consent in writing of the parties.**

**4.0 Preamble**

4.1 WHEREAS TNAU has developed significant expertise and created infrastructure facilities for diverse aspects of research and development in medicinal plants pertaining to experiments / trials in field, green house, shade houses, pot culture experiments, on farm testing, MLT, ART etc.,

4.2 WHEREAS PSG College of Pharmacy, Coimbatore established in the year 2001 & have been ranked 37<sup>th</sup> among Pharmacy Colleges in India by NIRF, accredited by NAAC and got DSIR certification. The institution is affiliated to The Tamil Nadu Dr. M.G.R. Medical University, Chennai and approved by AICTE and PCI, New Delhi. The college has engaged in education and research in Pharmaceutical Sciences and technology. Department of Pharmacognosy actively take part in phytochemical characterization of medical plants and has good laboratories as per international standards and has created good infrastructures for screening of medicinal plants and developing standardized herbal formulations.

4.3 WHEREAS the parties are desirous of utilizing their respective expertise in the area of medicinal plants for conducting collaborative activities, hereinafter called as the 'The Project'

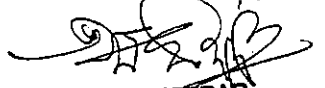
4.4 Now therefore under the mutual convenience hereinafter the Parties hereto agree as follows

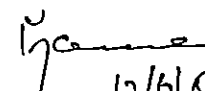
**Scope of the Memorandum (Area of collaboration)**

The parties hereby agree for the collaboration on the under mentioned areas for the Project with the approval of the competent authorities of the Parties.

**A. Education programmes**

1. Develop curriculum and offer one year PG Diploma course in medicinal plants - production, quality control and marketing through ODL mode.

  
**REGISTRAR**  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

  
17/6/18  
**Dr. M. Ramanathan, M.Pharm. Ph.D.**  
Principal  
PSG College of Pharmacy  
Peelamedu, Coimbatore-4.

2. To share the experimental field, specimen and medicinal plants extraction & standardisation facility for the benefit of UG and PG students of both the institutions.
3. The Party No.1 will finalize the scheme of examinations for each program and for every academic assessment period. The Party No.1 will supply the scheme of examination and schedule and will generate and issue the hall ticket.
4. The Party No.1 shall co-ordinate all affairs related to the examinations, including the Issue of mark sheets and PG Diploma certificates at the end, on successful completion of the program.
5. It is mutually agreed that the programs shall be delivered by both the parties and will conduct the programs as per mutually agreed session plan (Annexure 1).
6. For each semester there shall be five personal contact programmes (PCP). One PCP shall be conducted for two days.
7. The candidates should have a minimum of 60 per cent attendance in each subject for appearing for the final examination.

#### 5.0 Duration and execution of the Project

- 5.1 The Duration of the Project shall be five years.
- 5.2 The parties shall identify their Project leader for the Project, who shall be the nodal agencies of the Parties for executing the Project.

#### 6.0 Responsibilities of the Parties

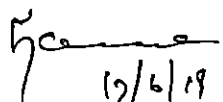
- 6.1 The parties shall mutually decide upon their respective responsibilities and the obligation under this Memorandum and put them in writing. (Annexure 1)

| TNAU   | PSG College of Pharmacy |
|--|-------------------------|
| Printing of study material                       | -                       |
| Sales and Marketing                              | Sales and Marketing     |
| Publicity  | Publicity               |
| Payment of honorarium and charges towards helper | -                       |

#### 7.0 Monitoring the Project

- 7.1 A Monitoring Committee shall be constituted by the Parties for the general supervision and monitoring the progress and performance of the Project.

  
**REGISTRAR**  
 Tamil Nadu Agricultural University  
 Coimbatore - 641 003.

  
 12/6/19  
**Dr. M. Ramanathan, M.Pharm, Ph.D.**  
 Principal  
 PSG College of Pharmacy  
 Peelamedu, Coimbatore-4.

## **8.0 Sharing of the revenue earned from the Project**

- 8.1 The tuition fee for the course shall be Rs.26000/year (Rs.13,000/semester)
- 8.2 The net revenue earned from the Project, if any, shall be shared amongst the Parties as: 60% for Party 1 and 40% for Party 2.
- 8.3 The sharing of the net revenue earned from the Project, if any, shall be effected at the end of the admission.
- 8.4 The agreed tuition fees shall be collected only by the Party No.1 into its account and after reconciliation of number of admissions made, the fees received difference if any and tallied, once in a month.

## **9.0 Renewal and termination of the Memorandum of Understanding**

- 9.1 This MoU shall be renewed, if required, before the expiry of the period mentioned in Para 2 or before the expiry of the Project whichever is earlier and shall be recorded in writing and signed by the Parties.
- 9.2 This Memorandum shall be terminated at any time by either Party giving 30 clear days written notice to that effect giving reasons thereof.
- 9.3 The Parties agree that the termination of the Memorandum before the expiry of the stipulated time shall not affect the on-going project, if any which shall be fully completed.

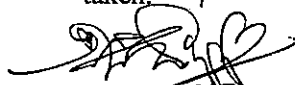
## **10.0 Intellectual Property Rights (IPR)**

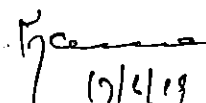
- 10.1 The rights in the intellectual Property, if any, for the results arising out of the Project under this memorandum having the potential of commercial or otherwise importance shall be vested on both the parties.
- 10.2 The parties agree that they shall not take any action which will jeopardize securing Intellectual Property Rights for the results arising out of the Project.

## **11.0 Force Majeure**

- 11.1 Neither Party shall be held responsible for non-fulfilment of their respective obligations under this Memorandum due to the exigency of one or more of the force majeure events such as but not limited to acts of war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such event the affected hereby shall give a notice in writing to other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly and amicably decide about the future course of action to be

taken.

  
**REGISTRAR**  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

  
17/4/19  
**Dr. M. Ramanathan, M.Pharm, Ph.D.**  
Principal  
PSG College of Pharmacy  
Peelamedu, Coimbatore-4.

## 12.0 Amendment of the Memorandum

12.1 No amendment or modification of this Memorandum shall be valid unless the same is made in writing by the parties specifically stating the same to be an amendment of this Agreement and agreed by the parties.

12.2 The amendment(s) shall be effective from the date on which they are executed by the Parties.

## 13.0 Notices

13.1 All notices and other communication required to be served on the Parties under this Memorandum 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.

## 14.0 Miscellaneous

14.1 The Parties shall use their emblems only for the purpose of the Project and not for anything else with mutual consent.

## 15.0 Settlement of disputes

15.1 The Parties agree that any dispute arising out of this Memorandum shall be resolved amicably by mutual consultations.

15.2 In the event of the Parties are not successful in resolving any dispute arising out of this Memorandum, the same shall be resolved by the committee consisting of the Vice-Chancellor, TNAU and Principal, PSG College of Pharmacy, Coimbatore and the decisions of the said committee is final and binding on both the parties.

For and on behalf of and by the  
Order of TNAU, Coimbatore

  
**REGISTRAR**  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

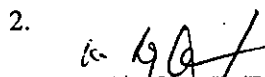
(FIRST PARTY)

### WITNESSES

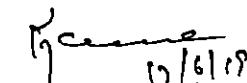
1.

  
**Dr. M. ANANTHAN, Ph.D.,**  
Director  
Directorate of Open & Distance Learning  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

2.

  
**PROFESSOR HEAD**  
Dept. of Floriculture & Landscaping  
Horticultural College & Res. Institute  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

For and on behalf of and by the order  
and direction of the PSG College of  
Pharmacy, Coimbatore

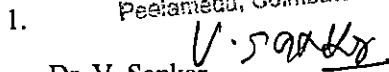
  
**Dr. M. Ramanathan**  
Principal

PSG College of Pharmacy


(SECOND PARTY)

**Dr. M. Ramanathan, M.F.A., Ph.D.**  
Principal  
PSG College of Pharmacy  
Peechiamedu, Coimbatore-4.

1.

  
**Dr. V. Sankar**  
Vice Principal  
PSG College of Pharmacy

2.

  
**Dr. M. Khadar Bhattacha**  
Professor  
Department of Pharmacognosy  
PSG College of Pharmacy

## ANNEXURE 1

### P.G.DIPLOMA IN PRODUCTION, QUALITY CONTROL & MARKETING OF MEDICINAL PLANTS

#### SEMESTER – I

##### 1. ODL- PMM – 501 - Basics of Medicinal Horticulture (TNAU)

###### Theory

1. History of traditional medicine and AYUSH
2. Bio-diversity of plants and botanical identification
3. Classification of medicinal plants
4. Promotion of AYUSH, NMPB and SMPB
5. Trade in medicinal plants, exports and imports

###### Practicals

Visit to Botanical Survey of India and Visit to Medicinal Parks

Interaction with development Departments and Institutions on medicinal plants promotion

##### 2. ODL – PMM – 502 - Commercial production of medicinal plants (TNAU)

###### Theory

1. Quality planting materials
2. Improved varieties of medicinal plants
3. Package of practices for medicinal plants (Coleus, Gloriosa, Senna, Periwinkle, Aswagandha, Tulsi, Isabgol, Poppy, Andrographis and Aloe)
4. GAP principles and certification
5. Organic production

###### Practical

Propagation techniques

Visit to nursery and commercial plantations

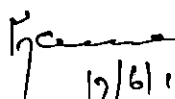
Interaction with Farmer's Association of medicinal plants

##### 3. ODL-PMM – 503 - Post harvest practices (PSG College of Pharmacy)

###### Theory

1. Post harvest and on farm processing
2. Drying methods

  
REGISTRAR  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

  
19/6/19  
Dr. M. Ramanathan, M.Pharm, Ph.D.  
Principal  
PSG College of Pharmacy  
Peelamedu, Coimbatore-4.

3. Storage
4. Value addition
5. Quality control of botanical raw material

#### **Practical**

Visit to herbal drying and storage unit

Visit to herbal value addition unit

#### **4. ODL-PMM – 504 - Characterization and quality control aspects of medicinal plants (PSG College of Pharmacy)**

##### **Theory**

1. Explanation & Demo
2. Macroscopic & Microscopic observation
3. Importance of quality and standards
4. Legislations and Intellectual Property Rights
5. WHO guidelines

##### **Practical**

Quality standards

Visit to lab to highlight the techniques used

#### **SEMESTER – II**

#### **5. ODL-PMM – 505 - Extraction, isolation and drying techniques of medicinal plants (PSG College of Pharmacy)**

##### **Theory**

1. Medicinally active compounds in various parts of Plants-(Explanation & Demo)
2. Extraction techniques
3. Choice of solvents for specific phytochemical groups
4. Isolation
5. Drying techniques
6. Natural drying and artificial drying

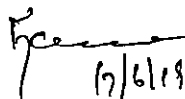
##### **Practical**

Visit to industry to demonstrate the extraction & drying methods

Global conservation networks & pharma companies



**REGISTRAR**  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

  
17/6/18

**Dr. M. Ramanathan, M.Pharm, Ph.D.**  
Principal  
PSG College of Pharmacy  
Peelamedu, Coimbatore-4.

**6. ODL-PMM – 506 - Exports & import of herbs and herbal products (TNAU and PSG College of Pharmacy)**

**Theory**

1. Explanation
2. Export opportunities
3. Guidelines and procedures
4. Support from Government Agencies

**Practical**

Interaction with leading herbal exporters

Analyzing export business of Indian companies

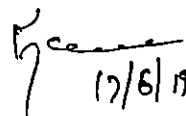
Top selling herbs

Value added products

**7. ODL-PMM – 507 - Project work and presentation (TNAU and PSG College of Pharmacy)**



**REGISTRAR**  
Tamil Nadu Agricultural University  
Coimbatore - 641 003.

  
12/6/19

**Dr. M. Ramanathan, M. Pharm, Ph.D.**  
Principal  
PSG College of Pharmacy  
Peelamedu, Coimbatore-64.



Received on 12-3-2019  
AM



# PSG COLLEGE OF PHARMACY

(An ISO 9001 : 2008 Certified Institution)

ACCREDITED WITH 'B' GRADE BY NAAC (1<sup>st</sup> CYCLE)

Affiliated to The Tamil Nadu Dr. M.G.R. Medical University, Chennai

Approved by Pharmacy Council of India and All India Council for Technical Education, New Delhi

Recognized as Industrial Scientific Research Organization by DSIR, Govt. of India, New Delhi

AVINASHI ROAD, PEELAMEDU, COIMBATORE 641 004, TAMILNADU, INDIA



ISO 9001:2008

www.tuv.com  
ID: 9105063617

Phone : 0422-4345841

0422-2570170 (6 Lines)

Fax : 0422-2594400

E-mail : principal@psgpharma.ac.in

Website : www.psgpharma.ac.in

11.03.2019

Dr. M. Ramanathan, M. Pharm, Ph.D.,  
Principal

To  
NVR Associates Ltd,  
1<sup>st</sup> Floor, 2E/6, Moti Bhawan  
Jhandewalan Extn  
New Delhi - 55

Dear Sir,

Please find herein attached signed MOU for undertaking a research assignment, to carry out enumeration of district hospitals, multi-speciality hospitals and medical colleges across Coimbatore district of Tamil Nadu State. The GST declaration and PAN/Account details also enclosed for your reference.

Thanking you,

Yours truly,

Dr. M. Ramanathan  
Principal

Dr. M. Ramanathan, M. Pharm, Ph.D.  
Principal  
PSG College of Pharmacy  
Peelamedu, Coimbatore-4.

OFFICE COPY  
DESPATCHED BY  
On 12-3-2019 No 5  
Postage.....  
Initial





தமிழ்நாடு தமில்நாடு TAMILNADU

BU 086935

PSG.  
CJ

S. MURUGANANTHAM  
STAMP VENDOR,  
R.O. PARTY SHED,  
CBE-18. TAMIL NADU,  
REF. NO: 4914/B1/84



MEMORANDUM OF UNDERSTANDING [MOU]

Between

NVR & Associates Limited

&

PSG College of Pharmacy

This documents constitutes an agreement between NVR & Associates Limited [CIN: U74899DL2000PLC105032], a company incorporated under the Companies Act 1956/sole proprietary concern/partnership firm, having its registered office at 2E/6, Moti Bhawan Jhandewalan Extension New Delhi -110055

And

PSG College of Pharmacy, a unit under PSG & Sons' Charities, a charitable trust having its registered office at Avinashi Road, Peelamedu, Coimbatore - 641004, hereinafter referred to as PSG College of Pharmacy;

Scope of Services

Undertake a research assignment, to carry out enumeration (detailed survey) of all district hospitals, multi-specialty hospitals and medical colleges as per the tools provided, across Coimbatore district of Tamil Nadu state. The total expected number of hospitals to be covered is 270 in the above-mentioned district. The PSG will appoint a Supervisor and a set of students/enumerators for 3 months duration to carry out the research.

*[Signature]*



### General Terms of MOU

To carry out the data collection the service provider/Supplier will provide the following manpower

#### **A. NVR**

- (a) Facilitate training to the team (of students & supervisor) identified by the institution for 2-4 days
- (b) Provide printed (hard) copies of the Enumeration Block maps
- (c) Provide the list of hospitals to be covered in the district of Coimbatore of Tamil Nadu state (270 Hospitals)
- (d) Provide printed (hard) copies of the questionnaires or tablets with pre-loaded application
- (e) Appoint a local representative for monitoring the research assignment and providing any required support
- (f) Support with all required authorization documents (for the institute to approach the establishments and carry out survey)
- (g) Share a reporting structure and format

#### **B. PSG College of Pharmacy**

- (a) Appoint a Principal Investigator or Supervisor to plan, manage and monitor the research assignment. He or she would serve as a Single Point of Contact for the research assignment
- (b) Select a team of students to participate in the Research Assignment and allocate locations for carrying out the survey
- (c) Devise a quality control mechanism, such as accompaniment with students (for at least 10% of the establishments covered), to ensure standard protocols being maintained
- (d) Carry out resource enumeration of all the available hospitals, district hospitals and medical colleges for the identified districts.
- (e) Ensure that the scanned copy of collected data is sent to the NVR.
- (f) Ensure high standard of accuracy and confidentiality is maintained during collection of data
- (g) Coordinate with quality check team (at National level) regarding any discrepancy in quality of the data collected at the field level & take appropriate corrective measure as suggested and required.
- (h) Prepare and submit a report on the assignment within 10 days after the end of the data collection and quality assessment

### **Terms and Conditions**

- (a.) The Service Provider is not allowed to carry out any other research along with assigned research work.
- (b.) All equipment, instruments and materials used by Service Provider in connection with performance of the Research shall at all times remain under the sole control and ownership of NVR. The Service Provider will need to return all the filled-in questionnaires or tablets (and any other material as may be shared) to NVR in proper, undamaged condition, upon completion of the data collection process
- (c.) IQVIA (client of NVR) shall retain ownership of all data and information generated to use the data for internal and commercial purposes
- (d.) Without the prior written consent of IQVIA, the Service Provider will not publish any data or results of the survey carried out in the form of articles / journals / thesis / dissertations, or otherwise of their own choosing, methods, information or to present at international, national or regional professional meetings or symposia conducted in connection with this research assignment.
- (e.) NVR recognizes the involvement of Service Provider in the Research and will acknowledge the names of Principal Investigator / Supervisor, Students and the name of the University/College when published or otherwise available for public dissemination. A certificate will be issued to each of the participating members from the Service Provider's end, from IQVIA.
- (f.) Neither NVR or the Service Provider will be considered to be in default if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. It includes, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure



permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Sponsor.

(g.) **CONFIDENTIAL RELATIONSHIP**

- a. **Confidentiality** - During the Term of this Agreement the Service Provider/Supplier or its employees or agents may learn or acquire certain NVR information. Service Provider/Supplier shall treat all such information, including this Agreement, as confidential, whether or not so labeled or identified, and shall not disclose any part thereof without the prior written consent of NVR. This clause shall survive the termination of this Agreement.
- b. **Employees and Agents** - Service Provider/Supplier shall disclose NVR's confidential information to its employees or agents who are under obligations of confidentiality on a need-to-know basis only. Service Provider/Supplier shall secure confidentiality agreements from all of its employees and agents to whom NVR's information is disclosed.
- c. **Return of Materials upon Termination** - Forthwith upon expiration or termination of this Agreement, the Service Provider/Supplier shall (a) deliver (or at NVR's option, destroy) to NVR the original and all copies of all confidential information, including but not limited to all diagrams, designs, schematics, and work in progress in the Service Provider/Supplier's possession or control and (b) delete all NVR confidential information the Service Provider/Supplier's computers, systems, storage apparatuses, and any other media. Upon request, Service Provider/Supplier shall deliver to NVR a certificate signed by an authorized officer of Service Provider/Supplier which certifies that Service Provider/Supplier has complied fully with the obligations of this Section.

(h.) **INTELLECTUAL PROPERTY RIGHTS**

- a. The Service Provider/Supplier acknowledges that all works of authorship performed under this Agreement are subject to NVR's direction and control and that such works constitute a work for hire. All proprietary information developed, created, invented, devised, conceived or discovered by Receiving Party that are subject to copyright are explicitly considered by to be "works made for hire" and shall remain the sole property of NVR. The Service Provider/Supplier agrees to assign, transfer, and convey all rights, title and interest in and to any copyrightable or patentable inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulae, manufacturing technology, developments, writings, discoveries, and trade secrets that it may make, conceive, or reduce to practice, from the effective date of this Agreement, if intellectual property was developed or performed solely for NVR using the NVR's resources/information. This clause shall not apply of such Intellectual Property was created solely and independently by the Supplier/Service Provider.

**Anti-Corruption Provisions**

1. **Compliance with Anti-Corruption Laws.**

- a. The Service Provider represents and warrants that it will take no action, directly or indirectly, that would constitute a violation of the United States Foreign Corrupt Practices Act of 1977, as amended from time to time (the "FCPA"), the United Kingdom Bribery Act 2010, as amended from time to time (UKBA), any other applicable anti-corruption laws or regulations, or NVR's Policy against Bribery and Corruption.
- b. Specifically, the Service Provider represents and warrants that in carrying out its responsibilities under this Agreement neither it nor any of its officers, directors, employees, representatives, contractors, designees, ultimate beneficial owners or shareholders, nor any other party acting on its behalf, will directly or indirectly make, offer, authorize, promise to make, or receive any Payment:
  - i. to obtain or retain any contract, business opportunity or other similar benefit;
    1. to or for the use or benefit of any Government Official;
    2. to any other person where the Service Provider knows or has reason to know or suspect that any part of such Payment will be directly or indirectly given or paid by such other person, or will reimburse such other person, for any Payment previously made or given to





- any Government Official when such Payment could not be made directly in accordance with this Section 1; or
3. to any person where such Payment violates any laws, decrees, regulations or policies having the force of law in the country or countries of such person or applicable to such person or the laws of [the United States of America and] England and Wales].
- ii. to or from any person, whether or not a Government Official,
    1. with the intention to bring about or reward the improper performance of a duty or obligation to which the person is subject; or
    2. with the knowledge or belief that the acceptance of the advantage in itself constitutes the improper performance of the person's duty or obligation.
- c. Definitions. For the purposes of this Section 1, the following definitions shall apply:
- d. The "Government" is any national, federal, state, provincial, municipal, local, or any other Government, including any department, agency, instrumentality, company, corporation, or other entity owned or controlled by any government;
    - i. A "Government Official" is any
      1. official, employee, or representative of any Government or state owned enterprise;
      2. political party, or any Official, employee, or representative of any political party;
      3. candidate for political office;
      4. Official, employee, or representative of any international organization.
    - ii. An "Affiliated Person" is any officer, director, or employee of, or owner of any beneficial interest in or with respect to, the Service Provider, including any Personnel.
    - iii. A "Payment" is any monetary payment, loan, donation, gift, in-kind service, or any other thing of value, or any financial or other advantage.
  2. **Facilitating Payments.** Service Provider shall not make Facilitating Payments. A Facilitating Payment is a small value payment made to a Government Official to expedite or secure the performance of routine, or non-discretionary Governmental action, which is ordinarily and commonly performed by a Government Official.
  3. **No Anti-bribery Offences.** The Service Provider represents and warrants that it has not been convicted of, pleaded guilty to, or charged with any offence involving fraud, corruption or bribery in any jurisdiction or country.
  4. **Fully Qualified and Authorized.** The Service Provider represents and warrants that it is fully qualified to assist NVR and is authorized to act in the capacity contemplated by the Agreement in accordance with all applicable laws. Further, the Service Provider has complied with any applicable registration and licensing requirements.
  5. **Immediate Disclosure by Service Provider.** The Service Provider agrees to immediately inform NVR if a possible violation by the **Service Provider** of the FCPA, UKBA, other applicable anti-bribery law, and/or NVR's Supplier Code of Conduct including the anti-corruption provisions thereof has taken place. Further, if any Government Official or any relative of such Government Official solicits, asks for, or attempts to extort, any money or thing of value from the Service Provider, the Service Provider shall refuse such solicitation, request or extortionate demand, and immediately report the event to NVR.
  6. **NVR's Right to Disclose.** The Service Provider agrees that full disclosure of information relating to a possible violation by the Service Provider of applicable law, including a violation of the FCPA, UKBA, or any other applicable anti-bribery law, may be made by NVR at any time and for any reason to the U.S. or UK Government, its agencies, and/or any other Government or non-Government party.



7. **Compliance Training for the Service Provider's Personnel.** The Service Provider warrants that it fully understands these provisions relating to its business conduct and will ensure that it and all Affiliated Persons fully understand and comply with these provisions in the same manner as they apply to the Service Provider herein. The Service Provider agrees to make itself available, and shall procure to make the Personnel available, for compliance training as directed by NVR as directed by NVR.
8. **Certification of Non-Violation.** If requested by NVR, the Service Provider warrants that its senior personnel, including all Personnel, will furnish NVR a signed non-violation certification on an annual basis.
9. **Records and Audit.** The Service Provider shall keep accurate accounts, books, and records showing all costs and charges incurred in accordance with generally accepted accounting principles and practices. Such accounts and records shall be made available in the Service Provider's office during normal business hours for inspection by NVR or its designee. The Service Provider shall preserve such accounts and records for at least five (5) years after the end of the term of this Agreement. NVR shall further have the right, upon reasonable written notice to the Service Provider, to audit compliance by the Service Provider with all provisions of this Agreement including, but not limited to, provisions of this Agreement related to compliance with the FCPA, UKBA, and any other applicable anti-bribery laws. The Service Provider agrees to fully cooperate with respect to any such audit or other compliance review.
10. **Accuracy of Representations at All Times.** The Service Provider undertakes that all of the listed Representations and Warranties will remain true, accurate, and complete at all relevant times.
11. **Termination.** At its sole discretion, upon notification to the Service Provider, NVR may terminate this Agreement effective immediately if:
  - a. NVR makes a good faith determination that the Service Provider, and/or any Affiliated Person, has breached these Representations and Warranties and/or otherwise has committed a violation of the FCPA, UKBA, and/or any other applicable anti-bribery laws; OR
  - b. The Service Provider fails or refuses to promptly furnish the anti-bribery non-violation certification referenced in Section 8 above.

#### **PRICING, FEES AND PAYMENT TERMS**

##### **Fees**

- The total fees for the project is Rs. 3,50,000/- plus 18% GST .

##### **Payment Terms:**

- 10% amount to be invoiced as advance on signing of MOU.
- 70% amount to be invoiced as first installment on completion of data collection
- 20% amount to be invoiced on submission of report and receipt of feedback on quality check (by IQVIA).
- In case, the number of students increase or decrease by the time implementation begins or if the number of districts are increased or decreased (as per mutual written consent), the fees will be calculated on a pro-rata basis.
- All invoices raised by the Service Provider shall be accompanied by relevant back up documentation and all other documents supporting the payment.
- The invoice shall identify the Services performed, the dates on which the Services were supplied and the rates applicable.
- The invoice shall also mention all relevant information like Work Order Number, Service Tax Registration Number, VAT Registration Number, GSTIN etc.



- The payment terms for the contract would be 7 days post submission of the invoice on the completion of the milestone, and undertaking that no health establishments (medical colleges, multi-specialty & district hospitals) have been left during the field work of the respective districts and on approval of quality of field work from NVR, the payment would have to be credited in 7 days' time post the submission of invoice.
- Final payment will be credited post quality check and approval from NVR and submission of certificate from all FIs specifying that they have received 90% of dues from the Service Provider

NVR & Associates Limited

PSG College of Pharmacy

|        |  |        |                   |
|--------|--|--------|-------------------|
| By:    |  | By:    | DR. M. RAMANATHAN |
| Title: |  | Title: | PRINCIPAL         |
| Date:  |  | Date:  | 06.03.19          |

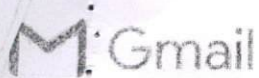
• Witness:

1.



Dr. V. SIVAKUMAR  
Associate Professor  
PSG College of Pharmacy  
Coimbatore.





principal cp &lt;principalpsgcp@gmail.com&gt;

**MOU - PSG College Of Pharmacy - Coimbatore**

1 message

**sivavega** <sivavega@gmail.com>

8 March 2019 at 15:50

To: "Marimuthu, Ganesh EX2" &lt;ganesh.marimuthu@iqvia.com&gt;

Cc: sanjay@nvrmail.com, rdhiman@in.imshealth.com, hemant.chaudhry@in.imshealth.com, principal cp &lt;principalpsgcp@gmail.com&gt;

Dear Sir,

Please find the attachment of scanned copy of MOU, GST declaration and PAN details.

The account details are as follows

1. Account Holders Name - PSG College of Pharmacy
2. Name of the Bank - Central Bank of India, Peelamedu branch, Coimbatore
3. Bank Account Number - 1481305371
4. IFSC Code - CBIN0280913
5. Email ID - principalpsgcp@gmail.com

Thanks &amp; Regards

DR. V. SIVAKUMAR.  
ASSOCIATE PROFESSOR  
PSG COLLEGE OF PHARMACY  
COIMBATORE  
9791263777

**PSGCP MOU (1).PDF**  
2004K