

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

Noble Institute of Science and Technology (NIST)

**AND**

**GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM**

*D. S.*

*[Signature]*



Whereas, **Noble Institute of Science and Technology (NIST)**, Manthripalem, Visakhapatnam - 531019 at its management, Industrial Training (ITI) and sciences departments is charged with responsibility of training management, technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing management, scientific and technological knowledge and professional excellence in management, Science & Technology. The institute courses like ITI approved by National Council for Vocational Training (NCVT) and other courses are affiliated to Andhra University & approved by AICTE.

WHEREAS, **GRANULES OMNICHEM PVT. LTD.**, a company incorporated under the Companies Act, 1956 and having its plant situated at Plot nos: 121 (Part) & 122, Ramky Pharma City India Ltd., SEZ., Parawada, Visakhapatnam 531 019(hereinafter referred to as the "GOC"VISAKHAPATNAM is engaged in manufacturing of Active Pharmaceutical Ingredients (API's) and Bulk Drugs at Ramky Pharma city India Ltd., SEZ, Parawada, Visakhapatnam – 531019.

WHEREAS, both NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM, now

- Recognizing the importance of development in the areas of providing internship, Placements depends on suitability & availability of Vacancies, Guest Lectures as part of Industry and academia interaction etc., by GOC.
- Recognizing the importance of development of its employees in terms of management skills, Technical employees (Direct or Indirect) orientation classes or online classes through NIMI or competent institutes, Expert classes for Electrical branch technicians etc., by NIST
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of management, technology and sciences with special emphasis on upgrading or imparting skills at NIST or GOC.



S. A. R.





NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM hereby acknowledge, NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM hereby agree to sign a memorandum of understanding (MOU).

#### ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between NIST and GRANULES OMNICHEM PVT. LTD.,(GOC), VISAKHAPATNAM for enhancing, within the country, the availability of highly qualified manpower in the areas of management, Technology and Sciences without any prejudice to prevailing rules and regulations in NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India or AP State Government in so far as such mechanism applies to NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM. The areas of cooperation can be extended through mutual consent.

#### ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM shall encourage interactions between the Engineers, Scientists, management, faculty members and students of both the organizations through the following arrangements:

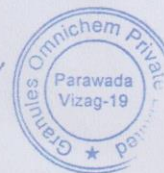
- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Practical training of NIST students at GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM to the possible extent;
- c) GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM would accommodate M.B.A., ITI students who have completed their courses in the respective discipline in such a number that GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM deems convenient to it for the purpose of imparting industrial



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- b) NIST shall provide access to the library facilities to employees of GOC s as per the prevailing rules and norms of NIST.

#### **ARTICLE- IV : EFFECTIVE DATE AND DURATION OF MOU**

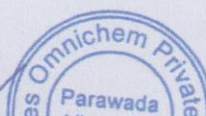
- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 1 year from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than two months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM and NIST.

#### **ARTICLE-V : IPR**

rights regarding publications, patents, royalty, ownership of software/design/products developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

#### **ARTICLE-VI: CONFIDENTIALITY**

During the tenure of the MOU both NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.





PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent provided by such amendment or addenda.

#### **ARTICLE-VIII : RESOLUTION OF DISPUTES**

This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Visakhapatnam.

The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be at Visakhapatnam and Language of arbitration shall be English.

#### **ARTICLE-IX: MISCELLANEOUS**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Both NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.



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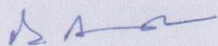
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- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall raise a dispute or claim any compensation for non-delivery or obliging the activity mutually agreed upon.

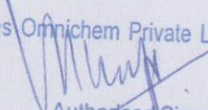
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS

ON 06<sup>th</sup> Day of January, 2018.

**PARTY 1 (Stamp & Signature)**



**PARTY 2 (Stamp & Signature)**

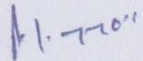
For Granules Omnichem Private Limited  
  
Authorised Signatory

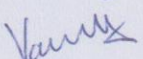
Witness

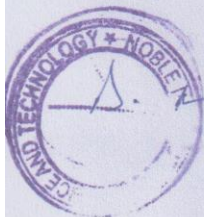
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Witness

1  (P.S. TAGORE), AVP HR

2  (D. Vamsidhar)

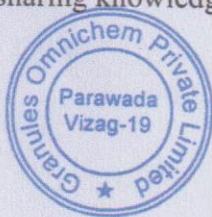


specialized topics.

- e) GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM personnel, be allowed to enroll for their B.Sc., M.B.A at NIST, subject to availability of seats, and subject to their fulfilling eligibility criteria and all other academic regulations of NIST. Further, GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM may seek assistance / guidance of NIST faculty member/s in management, technical or sciences classes for their employees (Direct or indirect)
- g) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM may avail library, facilities at NIST.
- i) Neither of the party or its students or employees will publish the work carried out under this MoU without knowledge of the other.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

### ARTICLE-III : SHARING OF FACILITIES

- a) NIST and GRANULES OMNICHEM PVT. LTD., VISAKHAPATNAM shall permit the sharing knowledge, materials developed in-house in the areas of





This Memorandum of understanding is signed on this day of 07<sup>th</sup> January 2018.

**BETWEEN:**

Synergies Casting LTD Duvvada, Visakhapatnam a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Visakhapatnam - 530049, represented by Mr.M Bhagawathi Rao, AGM (P&A) hereinafter referred to as "Synergies" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its executors, authorized representatives, administrators, successors-in-interest and permitted assigns) of the first part.

(And)

Noble Institute of Science and Technology represented by its Chairman Mr.B.Ananda Rao, S/o Sri. B.Rama Rao (late), having its registered office at Lankelapalem, , Visakhapatnam.(herein referred as "NIST") as second part.

Whereas NIST, has agreed to sponsor their Passed out students of ITI – Fitter, Electrical, Welder for undergoing On the Job training in Synergies Castings Limited for One year.

The students are entitled for prescribed Salary/Stipend, Provident fund & Family pension Scheme, ESI, Gratuity, Annual Leaves, Annual Bonus and all perks & privileges applicable to employees.

**NOW THIS MOU WITNESSETH AS UNDER:**

This MOU is intended to create an opportunity to impart industrial training and work exposure to their students for mutual benefit between the Parties.

The "NIST will ensure to sponsor their students for imparting training. After completion of the training period the student will be absorbed in the permanent roll of the

Whereas NIST will ensure proper conduct of the students, safety, Discipline and  
the declaration for working in the "Synergies" after completion of training. Students  
shall also be made responsible that in the event of breaking any declaration of  
understanding they will be liable for refund of Stipend / Salaries paid by the Synergies

Obligations:

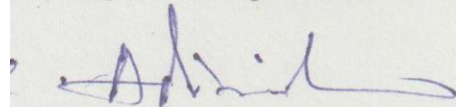
Any dispute arising out of this MOU shall be settled amicably between the parties.  
It is understood by both the parties that this MOU is for imparting training and  
enhancing skills among the students and not to make any profit out of  
understanding.

The Parties agreed to comply with all applicable laws and regulations in their  
conduct pursuant to this MOU.

Both the parties shall agree that it will not make use of, disseminate, or in any way  
disclose any confidential information to any person, firm or business. Furthermore,  
the existence of any discussions, negotiations or agreements in progress between  
the parties shall not be released to any form of public media without written  
approval of both parties.

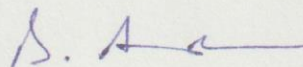
The parties have agreed to comply with the above terms of Understanding  
signing this MOU on this day of 07<sup>th</sup> January 2018, for a period of One year.

For Synergies Castings Limited



Authorized Signatory

For NIST ITI & Hi-Tech ITI



Authorized Signatory



Harsha Liyanage  
Manager HR & Admin  
Brandix Apparel India Ltd  
Pudimadaka Road,  
Atchutapuram Mandal,  
Visakhapatnam -531 011, A.P., India

Dear Sir,

At the outset we would like to thank you for the support you have been extending to us for the internships and placements of our students over the years, since 2011. We request and anticipate for the same support in the coming years as well. We can provide talented MBA / MCA / BBA / ITI students depending upon your need and requirement.

Kindly create an opportunity for mutual benefit of both the Parties.

With Best Wishes

B.Ananda Rao  
Chairman NIST Group of Institutions



*[Handwritten signature]*  
07/01/2018