

Shree Dhanvantary Pharmacy College, Kim



INSTITUTE RESEARCH
AND DEVELOPMENT
COMMITTEE (IRDC)

Innovation Ecosystem

Social Media Champion by
MHRD-2019

Best Pharmacy Institute in
Gujarat by ICCI, New Delhi

Total Research Grant
received 2014-2020 over 3 CR

Shree Sahkar Education Trust

Shree Dhanvantary Pharmacy College

Dhanvantary Campus, Near Railway Station,
Kim-394110

B. Pharm NBA Accredited

DSIR-SIRO Recognized

Clean and Smart Campus Award-
2019

TERRE Olympiad Award-2020

47th Rank in NIRF-2016

Under 50 Rank in ARIIA-
2020 Category B

Premier Research Driven Pharmacy Institute in Gujarat





Shree Sahkar Education Trust's

1110



Shree Dhanvantary Pharmacy College

B. Pharm Accredited by NBA-AICTE, New Delhi and approved by AICTE, PCI & Affiliated to GTU

Dhanvantary Campus, Near KIM Railway Station, Kim (East), Dist : Surat- 394 110, Gujarat, INDIA.

Phone : +91 99041 04830, +91 99242 04829, Email : info@sdpc.co.in, Website : sdpc.co.in

Institute Research Development Committee (IRDC)

The Institute Research Development Committee (IRDC) consists of up to seven members, Chairperson, Member Secretary, Management Member, Academic representative members. IRDC established in light of the update research and development strategy and impetus to the Institute research and development activities.

- Dr. N. D. Jivani, Chairperson
- Dr. M. N. Noolvi, Member Secretary
- Dr. D. L. Sutaria, Management Member
- Dr. Anand Deshmukh, Member
- Dr. Uttam A. More, Member
- Dr. Sushil Raut, Member
- Dr. Rohan Barse, Member

Board decided,

- that nominated members are responsible for selection and final decision of projects to be undertaken after the IRDC meeting.
- before starting any new consultancy project, Principal investigator have to fill out form (IRDC Annexure-1).
- project has to be started only after IRDC approval.
- To bridge gap between industry and academia Ribosome Research Center Pvt Ltd will help IRDC-SDPC to grab the consultancy projects by signing confidentiality agreement.

Head of Institute

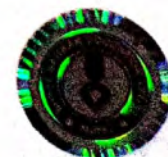
Shree Dhanvantary Pharmacy College

President

Shree Sahkar Education Trust

Director

Ribosome Research Center Pvt Ltd



Confidentiality Agreement

By And Between

**SHREE DHANVANTARY PHARMACY COLLEGE,
INSTITUTE RESEARCH AND DEVELOPMENT COMMITTEE**

AND

RIBOSOME RESEARCH CENTER PVT. LTD. INDIA

On this 18th Day of October 2019, **Shree Dhanvantary Pharmacy College, Institute Research and Development Committee** having operations at Dhanvantary Campus, Near Railway Station, KIM (E) Dist: Surat - 394110, Gujarat, India (hereinafter referred to as "**SDPC-IRDC**" First Party), which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of one part; and **RIBOSOME RESEARCH CENTER PVT LTD**, having office and Operations at Dhanvantary Campus, Near Railway Station, KIM (E) Dist: Surat - 394110, Gujarat, India (hereinafter referred to as "**RRC**" Second Party), which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of other part) enter into this Confidentiality Agreement ("**this Agreement**") relating to the information to be exchanged between them for the purpose of exploring possibility of future business (the "**Project**"), under the following terms and conditions :

Article 1 (Scope and Aims)

This Agreement governs work performed in a collaborative research project in the form of a Project Plan which may include API synthesis, New Chemical Entity synthesis, preclinical work. Each Party will perform the work that is assigned to it.

Article 2 (Definition)

The term "**Information**" used in this Agreement shall mean any and all information disclosed by SDPC-IRDC TO RRC, whether in writing , Orally or by Delivery of materials, in connection with

Page 1 of 5



the Project, as well as any and all notes, analyses , compilations , studies or other business , financial , operation or other information , reports and documents including but not limited to forecast , studies, research , data, financial information (including without limitation business plan model) and software programs, study report, geophysical, data, maps, plans, reports, contracts and interpretation whether prepared by RRC or others, which contain or otherwise reflect such information in any form. Other than Exempt Information in any form which the Disclosing Party or its Affiliates discloses to the Receiving Party or its Affiliates pursuant to this Agreement, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. The terms and conditions of this Agreement shall be considered Confidential Information of both Parties. "Exempt Information" means information as per article 2 of this agreement.

Article 3 (Objectives)

- 3.1. This Agreement is designed to protect information exchanged between two parties.
- 3.2. This Agreement is designed to safeguard any kind of information that is not widely known.
- 3.3 This Agreement is designed to assist the institute to achieve the goals of the SDPC Strategic Plan 2020-2025 and its successors. This Plan aims to build on the distinctive excellence of SDPC as India's finest institute. These aims will manifest in the excellence of the Institutes research, education and public policy outcomes.
- 3.4. The parties agree to participate in ongoing activities of existing practices to achieve the objectives of the Institute Strategic Plan.
- 3.5. This agreement between parties to boon research activities, the research may result in inventions, improvements, and/or discoveries and will further the institutes instructional and research objectives in a manner consistent with its status as a educational institution.

Article 4 (Confidentiality)

RRC here to shall use all information obtained from SDPC-IRDC only for the Purpose of the Project, and shall not disclose them to any third party without SDPC-IRDC's consent in writing , except that such information may be disclosed to the directors, officers and employees, of RRC or its affiliates to the extent necessary for the purpose of this Agreement .

Similarly, SDPC-IRDC should make sure that all the project related work like Analytical, Preclinical and any R&D developmental work should not be given without RRC consent to any other party.

However, the foregoing confidentiality shall not apply to any of the following:



A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line.



- (1) Information which is in the public domain at the time it was disclosed by SDPC-IRDC to RRC or RRC to SDPC-IRDC.
- (2) Information which, after being disclosed by SDPC-IRDC to RRC, becomes part of the public domain through no fault of RRC;
- (3) Information which is disclosed to RRC by a third party having the lawful right to disclosed it; or
- (4) Information the disclosure of which is required by any law or regulation, to any court or governmental agency or others provided that the party making the disclosure has given notice to SDPC-IRDC and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.

In the event that RRC hereto disclosure third party permitted under this Agreement, including the directors, officers and employees of RRC or its affiliates, any information obtained from SDPC-IRDC, the disclosing party shall direct the third party to abide by the confidentiality obligation under this Agreement.

Article 5 (Return of Information)

RRC hereto, upon written request of SDPC-IRDC, shall promptly within 30 (thirty) days from such intimation return to ENCORE all the Information disclosed including the information /data/drawings etc. developed/prepared by RRC by using the information, including all copies thereof in whatever forms.

Article 6 (Term of Confidentiality)

The confidentiality obligations under this Agreement shall remain in effect for a period of 10 (ten) years from the date of execution hereof; provided, however, that if a separate agreement relating to the project is executed between the relevant parties which contain confidentiality provision, the relevant provisions of such separate agreement may govern.

Article 7 (Duration)

This MOU shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by either institution by providing sixty (60) days' advance written notice to the other.

Page 3 of 5



Article 8 (Remedies)

RRC hereto acknowledge that any breach of the confidentiality obligation under this agreement by it or a third party which receives any information from it may result in irreparable injury to SDPC-IRDC and that remedies available at law for such a breach may be inadequate. In consequence thereof, RRC agrees and consents that SDPC-IRDC, in addition to all other remedies available to it at law and/or in equity, shall be entitled to seek both preliminary and permanent injunctions to prevent and/or halt any breach or threatened breach of the confidentiality obligation under this agreement by RRC or such third party.

Article 9 (No Representation and warranty; no Binding Agreement to Cooperate)

RRC acknowledge that, by providing any information to it, SDPC-IRDC shall not be deemed to give any representation or warranty in respect of the accuracy, completeness or reliability of the information.

Nothing in this Agreement shall be constructed as having an effect of imposing a binding obligation on either party to effect any transaction or pay any fee or continue to pursue that project.

Article 10 (Severability)

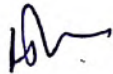
If any court of competent jurisdiction shall at any time determine that any provision set forth in this Agreement is invalid, in whole or in part, such provision shall be deemed automatically amended as and to the extent required for its validity under applicable law and, as so amended, shall be enforceable. The parties hereto covenant and agree to execute all documents necessary to evidence any such amendment of any provision of this Agreement.

Article 11 (Amendment; Waiver)

No supplement, modification or supplement of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver by SDPC-IRDC of any of this Agreement will be deemed, or will constitute, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

Article 12 (Governing Law)

This Agreement shall be governed by and construed accordance with the laws of India.



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Article 13 (Dispute Resolution)

Parties shall attempt to settle any dispute, claim or controversy arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination through consultation and negotiation in good faith within 90 (ninety) days from the date such dispute, claim or controversy was notified in writing to the other party. If those attempts fail, then the dispute shall be referred to and finally resolved as per the Arbitration and Conciliation Act, 1996.

The arbitration proceedings shall be English and the place of arbitration shall be at Mumbai, INDIA. The arbitration award to be granted shall be final and binding.

IN WITNESS WHEREOF, the parties hereto have made this Agreement in duplicate, have affixed their seals or signatures to their names shown below and shall retain one copy each hereof.

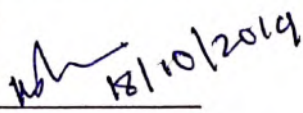
For and on behalf of

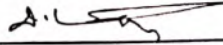
For and on behalf of

SHREE DHANVANTARY PHARMACY COLLEGE

RIBOSOME RESEARCH CENTER PVT LTD

INSTITUTE RESEARCH AND DEVELOPMENT COMMITTEE


Name: Dr. M. N. Noolvi
Title: Director


Name: Dr. D. L. Sutaria
Title: Director

Witness

1. Dr. Utkim A. MORE

2. Mr. Shunmesh .D. Munje.



Project No.: 01

Title of Consultancy of the project: - Chemical Process-Malachite Green Hydrochloride Synthesis

Client Organization: - Darshan Dye Chem

Chief Consultant: - Dr. M.N.Noolvi

Project objective: Try to remove the acetic acid smell present in the malachite green hydrochloride

Achievements: We performed a literature survey to find out an alternative route for the synthesis of malachite green. We try for oxalic acid salt and hydrochloride salt by using the various catalyst. Among them, the hydrochloride salt of the malachite green resembled a standard sample. We delivered the product to a client at the lab scale as well as plant level with all test reports. We work out the raw material costing of the malachite green hydrochloride in our lab. We optimized the process to make zero discharged products. It reduced the cost of the product. We also remove the acetic acid smell in the product. It will help the worker to work in a green environment in the plant.

Darshan Dye Chem requested IRDC services through google form-Copy attached

Shree Dhanvantary Pharmacy College, Kim Institute Research and Development Committee (IRDC)

Laljibhai Hirani
from Darshan industry

Service Request ID BBN8YU-CE000009



Service Request Form: Institute Research and Development Committee (IRDC)

Shree Dhanvantary Pharmacy College, Kim

Email address *

lrhirani@yahoo.com

Full Name *

Laljibhai Hirani

Company/Organization Name *

Darshan industry

Designation *

☐

CEO

☐

Other:

Mobile Number *

9824110851

Company Address *

Scale *

- ☐ Large
- ☐ Medium
- ☐ Small

Sector *

- ☐ Agriculture
- ☐ Chemicals
- ☐ Pharmaceutical
- ☐ Consulting
- ☐ Other:

Products and Services *

Company Website

.....

Service required *

- ☐ Analytical service
- ☒ Chemical Process Development API/Intermediate Synthesis
- ☐ Product Development/Process Development
- ☐ Animal Study
- ☐ Drug Design & Discovery
- ☐ Advice
- ☐ Other:

Contact Person *

- ☒ Dr. M. N. Noolvi
- ☐ Dr. Anand Deshmukh
- ☐ Dr. Uttam A. More
- ☐ Dr. Sushil Raut
- ☐ Dr. Rohan Barse
- ☐ Other:

Proposed Project Duration

1 w

Project Title *

Any other Detail, if you want to share

Removed of acitic acid from basic dye

This content is neither created nor endorsed by Google.

Google Forms

Project No.: 02

Title of Consultancy of the project: - Impurity-Ibuprofen Monoester Synthesis

Client Organization: - Olive Healthcare

Chief Consultant: - Dr. M.N.Noolvi

Project objective: Try to find out impurity obtained during stability study of the soft gelatin ibuprofen capsule.

Achievements: We performed a literature survey to find out the possible structure of the impurity obtained during the stability. We assumed three possible structures obtained during the process and storage of the product. We performed a possible reaction of ibuprofen with glycerol with the help of acid. During the reaction, two major products were obtained. It was mono and terminal ester of the ibuprofen. We isolate both products through column purification. We performed HPLC, ¹H-NMR for the structure confirmation. Among them, we get a product that resembles an impurity present in the ibuprofen capsules. We characterized synthesized impurity by using HPLC, FTIR, Mass, ¹H-NMR, ¹³C-NMR. Finally, we confirm the structure of unknown impurity present in the capsule. We also performed the toxicological study of the monoester ibuprofen impurity.

Olive Healthcare requested IRDC services through email at info@sdpc.co.in copy attached

Impurity Identification and Toxicology assessment Request

"rajan.desai" [rajan.desai@olivehealthcare.co.in]

Sent: 10/21/2019 3:59 PM

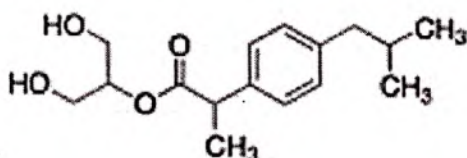
To: ""info@sdpc.co.in"" <info@sdpc.co.in>

Cc: ""Amol Nalamwar"" <amol.nalamwar@olivehealthcare.co.in>, ""Hardik Shah"" <hardik.shah@olivehealthcare.co.in>

Dear Dr M.N.Noolvi,

With reference to our discussion, pl find below the details;

1. We are observing one unknown impurity around 0.5% in Ibuprofen FDC product. By heating the sample 105 deg C, this impurity can go up to 2 to 3%
2. We identified this impurity as glycerine ester impurity of Ibuprofen by treating Ibuprofen+ Glycerine+ H2SO4+ heat and reflux.
3. We have ordered this impurity but this may not come on time. Hence could you pl support us first by toxicological assessment;
Chemical Name Ibuprofen 2-Monoglyceride
Catalogue # 1400140



4. Pl provide your quotation and time required for identification, characterization and toxicological assessment to qualify this impurity.

Best Regards,
Rajan Desai
V.P-Quality
Olive Healthcare, India
M- 9925048083

Attachments: [image003.png](#)

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Project No.: 03

Title of Consultancy of the project: - Process development for Various APIs

Client Organization: - GreenKem Organics Pvt. Ltd.

Chief Consultant: - Dr. M.N.Noolvi

Project objective: To synthesize (S,S)-2,8-diazabicyclo[4.3.0]nonane.

Achievements: To perform this synthesis IRDC hired research assistance and since hydrogenation process involved to synthesize title compound high pressure autoclave was purchased <https://youtu.be/iThbXVm-164>.

Consultancy work started after signing MoU between GreenKem Organics Pvt Ltd and SDPC-Copy attached



AGREEMENT



Shree Dhanvantary Pharmacy College, Near Railway station, College Road, Kim, Taluk: Olpad,
District: Surat, Gujarat 394110

Located in Kim-Surat, Gujarat (hereinafter referred to as "**Pharmacy College**") which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns, acting through its authorized representative, duly authorized to sign and execute this Agreement

And

GREENKEM ORGANICS PRIVATE LTD., Gujrat a company formed and registered under the laws of India having its **registered office** at, B/207, SHANTINIKETAN BUSINESS CENTRE, OPP GANGOTRI BUNGLOWS, VRUNDAVAN PARTY PLOT ROAD, NAVA NIKOL AHMEDABAD Ahmedabad 382350 GUJARAT which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns,

WHEREAS

- A. **GREENKEM ORGANICS PRIVATE LTD** wishes to hire a PG Chemistry Lab to conduct Product Development of the Company on Rental basis

For the sake of brevity and convenience, the Pharmacy College, and **GREENKEM ORGANICS PRIVATE LTD** here in after be collectively referred to as the "**Parties**", and individually, as the "**Party**" as the context may require.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Parties, intending to be legally bound, agree to the terms set forth below.

1. This Agreement shall be valid for a period minimum three months commencing from the Date of Manpower Joining and valid up to completion of the project ("**Term**") with the option to **GREENKEM ORGANICS PRIVATE LTD**, to renew the Agreement for ^{one} ~~two~~ further terms subject to on the same terms and conditions as that of this Agreement..
2. Subject to the provisions of this Agreement, **GREENKEM ORGANICS PRIVATE LTD**, here by agrees to pay a rent of **Rs.50,000/- (rent) and 10,000/- (electricity+Cleaning charges)** Per month to the Pharmacy College to carry out Product development work of the company. Commencing from March 20th 2019.
3. The rent has to be paid every month on or before 10th
4. Manpower has to be appointed on behalf of Greenkem Organics Pvt Ltd, the appointee will assigned all the lab and documentation work. He or She will be appointed by Pharmacy College and salary will be paid by Greenkem. All raw materials will be supplied by Greenkem. Research personnel (01) will be positioned by Greenkem at your lab initially and can be increased if necessary in future as per the MoC, Analysis service used at Ribosome can be paid by Greenkem as per their routine industry charge basis other analytical facilities can be out sourced not available with Ribosome.
5. Major equipment purchased for special reaction like hydrogenation has to be purchased by Greenkem, presently that facility not available with Pharmacy College. The equipment if it is below 5.00 Lakhs and is used for six month for project purpose Greenkem may donate the same

to college for PG students, if the cost of equipment more than 5.00 lakhs the equipment will be relocated in the Greenkem own R and D lab, once the project is completed.

6. Dr M N Noolvi will help the scientist as on required technically.
7. Unless otherwise specifically provided, all notices required to given under this Agreement shall be in writing and in English and may be delivered personally, or may be sent to e-mail, registered post or air mail, return receipt requested, addressed as follows:

If to the **Greenkem Organics Pvt. Ltd.**

H. V. BENNUR

Managing Director
B-207, Shantiniketan Business Centre,
Opp Gangotri Bungalow Circle Nikol,
Ahmedabad - 382350 (Gujarat) India
[+91 98257 78877](tel:+919825778877)

If to the Pharmacy College:


Dr M. N. Noolvi

Principal

Shree Dhanvantary Pharmacy College
Near Railway station, College Road
Kim, Taluk: Olpad
District: Surat
Gujarat 394110

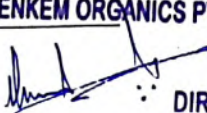
8. This Agreement will be construed in accordance with and governed for all purposes by the laws of India and any disputes under this Agreement shall be subject to the exclusive jurisdiction of the Courts at Surat
9. Any failure by a party to perform its obligations under this Agreement shall be deemed to be a substantial breach, whereupon this Agreement may be terminated immediately by the other party, upon (a) written notice of at least 30 days to the breaching party and (b) such breach not being rectified by the breaching party within the notice period under due intimation to the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.


Principal
Shree Dhanvantary Pharmacy College
(Dr. M.N. Noolvi) Kim, Dist. SURAT.
Principal




For and behalf of GREENKEM ORGANICS PVT. LTD.

For, GREENKEM ORGANICS PVT. LTD.
(H. V. Bennur)  DIRECTOR



Witnesses:

- i. 
- ii. _____



NON-DISCLOSURE AGREEMENT

BETWEEN

GREENKEM ORGANICS PVT. LTD.

(COMPANY IDENTIFICATION NO. U24304GJ2016PTC093119)

AND

**Shree Dhanvantary Pharmacy College, Kim,
Surat**

(COMPANY IDENTIFICATION NO. PGLAB-1)

PLACE: KIM



DATE: 19-03-2019



THIS NON-DISCLOSURE AGREEMENT is made on ____ day of ____ 2019.

BETWEEN

GREENKEM ORGANICS PVT. LTD. a company incorporated in India, Ahmedabad having its registered office at B-207, Shantiniketan Business Centre, Opp. Gangotri Bungalows Circle, Nikol, Ahmedabad - 382350. Gujarat. India and manufacturing plant at Plot No -2317, GIDC Industrial Estate, Panoli, Tal: Ankleshwar Dt: Bharuch. Gujarat. India. (hereinafter referred to as "**FIRST PART**")

AND

Shree Dhanvantary Pharmacy College, Kim, Surat a Education Institution in India having its registered office at Surat(hereinafter referred to as "**SECOND PART**")

(Both FIRST PART and SECOND PART shall hereinafter collectively be called "**THE PARTIES**" and individually as "**PARTY**")

WHEREAS:

- A. FIRST PART is principally engaged in R&D , Manufacturing , and Trading of Specialty Chemicals and API.
- B. SECOND PART is engaged in Research and Development , Process Development ect
- C. In order to implement certain business undertakings ("THE PROJECT") the parties recognize the need for disclosure of essential documents, materials, data and/or other pertinent information that may contain certain confidential and proprietary information ("CONFIDENTIAL INFORMATION") in any form emanating directly or indirectly from a party to this agreement or its subsidiary, associated and/or affiliated companies to the other party.
- D. In view of the foregoing the parties mutually agree that disclosure of Confidential Information by the disclosing party to the Recipient party shall be pursuant to the terms and subject to the conditions of this agreement.
- E. In view of the Confidentiality of the project information and client engagements, the "SECOND PART" shall not contact or indulge with "FIRST PART'S" client directly in any form (electronically or any other media) all the communication has to be made by or through FIRST PART.



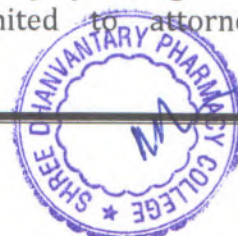
FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, the Parties hereby agree follows:

1. DEFINITION AND INTERPRETATION

1.1. DEFINITIONS

Unless the context otherwise requires, the following terms have the following definitions assigned thereto: -

"Agreement"	means this Non-Disclosure Agreement
"Confidential Information"	means any or all data or information in any form disclosed or provided by or on behalf of a disclosing party (whether prepared by the disclosing party or otherwise) to the Recipient party or it's representatives for the purpose of the Project (including without limitation, the existence, investigations, discussions, or negotiations that are or may be taking place and including without limitation Information concerning the disclosing party's business, assets, affairs, employees, customers and suppliers including but not limited to personal data, computer programs, technical drawings, maps, site plans, layouts, algorithms, know-how, formulae, processes, ideas, inventions (whether patentable or not) and other intellectual property rights (including but not limited to copyright, trademarks, service marks, patents, designs and/or domain names, trade secrets, know-how), schematics and other technical, business, financial, customer and product development plans, marketing forecasts, strategies and information, which to the extent previously, presently or subsequently disclosed in any form or media directly or indirectly whether or not labeled as "Confidential Information" or "Proprietary Information", whether before on or after the effective date;
"Disclosing Party"	means the party from whom the confidential Information originates and is disclosed to the recipient party;
"Effective Date"	means the date of execution of this agreement being the day and year first above written;
"Recipient Party"	means the party to whom the Confidential Information is given or disclosed; and
"Representative"	means in relation to a party, means any of the Parties directors, commissioners, officers, employees, agents or advisers (including nut not limited to attorneys,



accountants, consultants, bankers, financial advisers and any representative of such advisers), and shall also include the directors, commissioners, officers, employees, agents or advisers of that Party's holding, subsidiary, related, associate and affiliate companies.

1.2. INTERPRETATION

- a) Clause holdings are for ease of reference only and shall not affect the construction of any provisions contained herein.
- b) For the avoidance of doubt, the confidential information of or disclosed by the Disclosing Party shall be deemed to include confidential information belonging to or emanating from all shareholders, holding subsidiary, related, associate and/or affiliated companies of any of the disclosing party and reference to the term 'Disclosing Party' in such cases shall accordingly be deemed to include such holding, subsidiary, related, associate and/or affiliate companies of that Party (as the case may be).

2. CONFIDENTIALITY OF INFORMATION

2.1. Each of the parties acknowledges that all Confidential Information which have or will come into its possession or knowledge from the Disclosing Party before, on or after the effective date from or pursuant to the analysis, review, evaluation, discussions, conferences or other activities in pursuit of the Project:-

- a). is proprietary to the Disclosing Party, having been designed, developed or accumulated by the Disclosing Party at a great expense and over lengthy period of time; and
- b). is secret, confidential and unique and constitutes the exclusive property of the Disclosing Party.

Each of the parties acknowledges that any disclosure of the Confidential Information other than for the purpose of the Project will be wrongful and will cause irreparable injury to the Disclosing Party.

2.2. The Recipient Party agrees and undertakes to hold any Confidential Information in the strictest confidence and shall not at any time, without the prior written consent of the Disclosing Party.

2.2.1. disclose or use or permit to be disclosed or used any of the Confidential Information for any purpose other than in connection with the Project and to the extent contemplated by both Parties under this agreement; or



2.2.2. disclose, use, publish, disseminate or otherwise communicate, directly or indirectly, in whole or in part, at any time or in any manner, any Confidential Information to any persons (save and except to the Representatives as provided under Clause 3.1 and 3.2 herein and in the case of disclosure to a third party as provided under Clause 4 herein).

In any event, the Recipient Party shall be fully responsible for any breach of this agreement by any of its Representatives or the third party.

- 2.3. Information shall be deemed "confidential information" and shall be subject to the terms of this agreement if:-
- a) Irrespective whether the Recipient party to which such information is being Disclosed is notified that the information is confidential or proprietary prior to its disclosure; or
 - b) Irrespective whether the information in a tangible form is labeled as Confidential or proprietary prior to its disclosure; or
 - c) The Recipient party to which such Information is being disclosed knows that such information is confidential or proprietary or would be reasonably Expected to understand the confidential or proprietary nature of such information.
- 2.4. All information whether or not marked "confidential Information" or the context of which shows it to be of confidential nature, which is exchanged shall remain the exclusive property of the disclosing party.
- 2.5 The Disclosing party will provide all information to the best of its knowledge on "as its" basis. The Disclosing party shall not provide any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise and neither party shall be liable for any direct, special, incidental, consequential and/or other damages.
- 2.6 The Disclosure of Confidential Information by the Disclosing party to the Recipient party shall not be construed as the grant by disclosing party to the Recipient party of any licence patent rights or other industrial or intellectual property rights in such confidential information.
- 2.7. Subject to compliance with any law or legal obligation, the Recipient party shall, within seven (7) days of receipt of request by the disclosing party for the return of all information:
- a) Return to the disclosing party the confidential information (and all copies and reproduction made thereof) in any media whatsoever (including without limitation, computer disk, CD-ROM, documentation or electronic form);



- b) Destroy all documents and other material containing such Confidential Information together with all copies and reproduction thereof subsequently found in their possession and the recipient party shall confirm such destruction to the disclosing party in writing.

In any case, the Recipient party shall be entitled to retain copies of the Confidential Information for purpose of internal procedures or where required to do so pursuant to any legal or regulatory requirements, which shall remain confidential and subject to this Agreement.

2.8. Nothing in this Agreement shall prohibit or limit either Party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies)

- a). Previously known to it;
- b). Independently developed by it;
- c). Acquired by it from a third party which was not to the recipient's knowledge under an obligation to the disclosing party not to disclose such information;
- d). Which is or becomes publicly available through no breach of this Agreement by the Recipient Party; or
- e). Disclosed to the Recipient Party by operation of law provided that the Recipient Party notifies the Disclosing Party of such requirement and the Disclosing Party is allowed to file for or obtain a protective order.

2.9. The recipient Party hereby acknowledges that some or all of the Confidential information is or may be price sensitive in nature and the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and the Recipient party undertakes that it shall not use the confidential information for any unlawful or prohibited purpose.

3. AUTHORISED DISCLOSURE

- 3.1. The parties acknowledge that the recipient party may be required to disseminate the disclosing Party's Confidential Information to its Representative. Such dissemination of the Confidential Information is limited to the extent necessary to fulfill the requirement in pursuing the project or a business relationship under this Agreement only.
- 3.2. The Recipient party undertakes to cause each and every one of its Representative to whom such Confidential Information is transmitted to



be bound by the same obligations of secrecy and confidentiality to which the party is bound under this agreement.

- 3.3. In the event that the Recipient Party or any of its Representatives become compelled by law, regulation, as a result of a deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by order of a court, administrative agency or other government body or regulatory body (including without

limitation any securities/stock exchange or the securities exchange board of India) to disclose all or any portion of the Confidential Information, the Recipient party shall immediately provide the Disclosing Party with written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive complete with the terms of this Agreement, and the Recipient Party will exercise best efforts and cooperate fully with the Disclosing party, to resist or narrow the scope of any such requirement, in the event that such protective order or other remedy is not obtained promptly, or that the Disclosing Party waives compliance with the provision hereof, or if the Recipient party is exposed to threat of sanctions penalty or other liability if it delays disclosure, the Recipient party agree to furnish only that portion of Confidential Information that the Recipient party is legally compelled to disclose and to exercise best efforts to obtain assurance that confidential treatment will be accord such Confidential Information by the requesting authority, The Recipient Party further agrees that any Confidential Information so furnished shall not lose its status as Confidential Information as a result of it being so furnished and shall continue to be subject in all respects to the terms and condition of this Agreement . In the event the above occurs, the Disclosing party agrees that the Recipient party and/or its Representatives shall not be liable for the disclosure of the Confidential Information pursuant to such request.

4. NON-DISCLOSURE TO THIRD PARTIES

- 4.1. Subject to clause 3.1, the Recipient Party shall not, without the prior written consent of the Disclosing Party, communicate the Confidential Information received form the Disclosing party in any from to any other person, body or party (whether corporate of unincorporated) and the recipient party shall use its reasonable effort to protect the Confidential Information received from the disclosing party, in the same manner that it would protects its own confidential information of a similar nature so as to prevent inadvertent disclosure of their Confidential Information to any other person, body or party.
- 4.2. Any Confidential Information disclosed to any other person, body or party pursuant to Clause 4.1 shall be provided pursuant to a non-disclosure agreement between the party providing the information and the other person, body or party which non-disclosure agreement shall substantially confirm to its Agreement.



- 4.3. Each party agrees to notify the other party in writing of any misuse or misappropriation of Confidential Information which may come to the other Party's knowledge and attention.

5. TERMINATION OF AGREEMENT & SURVIVAL OF TERMS

- 5.1. This agreement shall commence on the effective date and shall continue for a period of FIVE (5) years from Effective Date ("Term") unless otherwise extended by mutual agreement by Parties in writing.
- 5.2. Subject to Clause 5.3 this Agreement;
- a) Shall terminate and be of no further force or effect upon expiry of the term of this agreement; and
 - b) May be terminated by either Party at any reason or no reason by giving not less than thirty (30) days written notice to the other party
- 5.3. The parties hereby agree and undertake the notwithstanding the expiry or termination of this agreement, the obligations of each party with respect to the Confidential Information disclosed by or received without limitation of time and such Confidential Information shall not be disclosed to any other person, body or party.

6. GOVERNING LAW, LANGUAGE & DISPUTE RESOLUTION

- 6.1. This agreement shall be governed by and construed in accordance with the laws of India.
- 6.2. If there arises any disputes, controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, the Parties undertake in good faith to settle the dispute, controversy or claim within sixty (60) days from the date of a written notice to resolve issued by either Party.
- 6.3. If the sixty (60) days pursuant to Clause 6.2 have lapsed and the dispute, controversy or claim remains unresolved, such dispute, controversy or claim shall be settled by arbitration in accordance with Rules for Arbitration of the Indian Council of Arbitration Act (ICA) 1996 as amended from time to time shall be applicable. The number of Arbitrators shall be one (1) and the place of Arbitration shall be Ahmedabad (Gujarat) or as per the GREENKEM norms. The language to be used in the arbitral proceedings shall be English.



7. INJUNCTIVE RELIEF

- 7.1. The Parties hereto agree that in the event of any violation, violation of timelines or threatened violation of this Agreement, monetary damages may not be an adequate remedy and the injured Party shall be authorized and entitled to the extent reasonable and relevant to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as specific performance and such remedies shall be cumulative and in addition to other rights or remedies at law or in equity to which the injured Party may be entitled.

8. VALID AGREEMENT

- 8.1. Both Parties acknowledge that this Agreement is valid and legally binding and has been executed by an authorized representative of each Party and each Party confirms and ratifies the terms and conditions herein.

9. NOTICE

- 9.1. Each communication to be made hereunder shall be made in writing.
- 9.2. Any notice or communication under this agreement shall be delivered personally, sent by prepaid registered post or by facsimile transmission to the addresses and facsimile numbers specified below and addressed to the respective designated person specified below (or to such other designated person as the respective party hereto may from time to time designate in writing). Notices and communications by one Party shall be deemed to have been received by the other Party;-
- a) If it is personally delivered, at the time of delivery and duly acknowledged;
 - b) In such case of a letter sent by prepaid registered post on the third business day immediately after posting; and
 - c) In the case of facsimile, on the business day immediately after transmission provided that the sender has received a successful electronic transmission report.

For the purpose of this Clause 9.2, the term "Business Day" shall mean a day (other than a Saturday, Sunday and a Public Holiday) in which financial institutions under The Industrial Finance Corporation of India Act, 1948 are open business in Ahmedabad (TS).



GREENKEM ORGANICS PVT. LTD.	COMPANY / INDIVIDUAL NAME
Attn: Mr. H.V. Bennur Designation: Director Postal Address: B-207, Shantiniketan Business Centre, Opp. Gangotri Bungalows Circle, Nikol, Ahmedabad -382350. Gujarat. India	Attn: Dr M. N. Noolvi Designation: Professor and Principal Postal Address: Department of Pharmaceutical Chemistry, Shree Dhanvantary Pharmacy College, Kim, Surat
Tel: +91 9825778877 +91 9376757033 Fax:	Tel: +91 8141175355 +91 9904204850 Fax:

- 9.3. Each Party shall notify the other in writing of any change in address, telephone number, facsimile number and/or designated person.

10. VARIATION

- 10.1. No amendments or modifications to this Agreement shall be valid and/or binding to the Parties unless made in writing and signed on behalf of each Party by their duly authorized representatives.

11. WAIVER

- 11.1. No delay by either Party in exercising any right, terms, conditions, power of remedy under this agreement shall operate as a waiver or acquiescence thereof nor shall it restricts or affect the Party's right or powers under this agreement. No waiver of any term or condition of this agreement shall be effected unless made in writing. Either Party may issue a written notice to the other Party to request for a waiver of any term or condition of the agreement and any such waiver(s) by that other Party shall be in writing and shall be at the other Party's sole and absolute discretion.

12. SEVERABILITY

- 12.1. Any term or condition stipulation provision covenant or undertaking of this Agreement which is illegal, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be fully severable and ineffective to the extent of such illegal, voidness, prohibition or unenforceable without invalidating the remaining provisions hereof which shall not be affected by the i illegal, prohibited or unenforceable provision or by its severance here from. This Agreement shall be construed and enforced as if such illegal, prohibited or unenforceable provision had never comprised a part hereof.



13. ENTIRE AGREEMENT

- 13.1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, discussions and understandings between the Parties (whether written or oral) as to the subject matter of this Agreement and/or disclosure of Confidential Information.

14. COSTS

- 14.1. Each of the Parties hereto shall bear its cost and expenses (including legal fees) incurred in connection with this Agreement including for the preparation, negotiation and execution of this Agreement.

15. SUCCESSORS AND ASSIGNS

- 15.1. This Agreement shall be binding on the permitted assigns and successors in title of the Parties hereto. Either Party shall not transfer or assign all or any of its rights, obligations or benefits hereunder to any third party without the prior written agreement of the other Party.

16. TIME

- 16.1. The time wherever mentioned shall be of the essence of this Agreement

***** The rest of this page is intentionally left blank *****

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.



SIGNED by

For and on behalf of
GREENKEM ORGANICS PVT. LTD.
In the presence of :-



For, **GREENKEM ORGANICS PVT. LTD.**

[Signature]
: **DIRECTOR...**

Name: Mr. H. V. Bennur
Designation: Director

(Sign by witness)

[Signature]

Name: *Ashok Kumar Patel*
Designation: *Director*

SIGNED by

For and on behalf of
SHREE DHANVANTARY PHARMACY COLLEGE KIM, SURAT
In the presence of
Name: Dr M. N. Noolvi

[Signature]

Designation: Principal and Professor
Principal
Shree Dhanvantary Pharmacy College
Kim, Dist. SURAT.



(Sign by witness)

[Signature]

Name: **Dr. ANAND S. DESHMUKH**
Designation:

Dr. ANAND S. DESHMUKH.

DIRECTOR
SHREE DHANVANTARY COLLEGE OF POST GRADUATE
BUSINESS MANAGEMENT, KIM, SURAT.



Institute Research and Development Committee (IRDC)

Questions

Responses

14

Total points: 0

Service Request Form: Institute Research and Development Committee (IRDC)

Shree Dhanvantary Pharmacy College, Kim

Email address *

Valid email address

This form is collecting email addresses. [Change settings](#)

Full Name *

Short answer text

Company/Organization Name *

Short answer text



Designation *

☐ CEO

☐ Other...

Mobile Number *

Short answer text

Company Address *

Short answer text

Scale *

☐ Large

☐ Medium

☐ Small

Sector *

☐ Agriculture

☐ Chemicals

☐ Pharmaceutical

☐ Consulting



Products and Services *

Short answer text

Company Website

Short answer text

Service required *

- ☐ Analytical service
- ☐ Chemical Process Development API/Intermediate Synthesis
- ☐ Product Development/Process Development
- ☐ Animal Study
- ☐ Drug Design & Discovery
- ☐ Advice
- ☐ Other...

Contact Person *

- ☐ Dr. M. N. Noolvi
- ☐ Dr. Anand Deshmukh





Dr. Sushil Raut



Dr. Rohan Barse



Other...

Proposed Project Duration

Short answer text

Project Title *

Short answer text

Any other Detail, if you want to share

Long answer text

