

SAROJINI NAIDU VANITA PHARMACY MAHA VIDYALAYA (Co-Ed)
(Sponsored by the Exhibition Society) Tarnaka, Secunderabad
UGC AUTONOMOUS INSTITUTION
Affiliated to Osmania University, Approved PCI,
NBA Accredited B. Pharmacy (ISO 21001: 2018 Certified Institution Accredited **A+** Grade by
NAAC

MoU: AC:YR:2025-2026

S.No	Name of the MoU	MoU Agency Name	Agreement	Validity
1	Brio Pharmaceuticals SNVPMV MOU	Brio Pharmaceuticals, Inc. # 10863, Rockley Road, Houston, TX 770999, USA,	10.06.2026	Perpetual

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered into on this date 10th June 2026

BETWEEN

Sarojini Naidu Vanita Pharmacy Maha Vidyalaya, 12-5-31/32, Vijayapuri Colony, Tarnaka, Secunderabad – 500017, Telangana, India the **First Party** represented herein by its representative **Dr. B. Prabha Shankar**, Chairman (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Brio Pharmaceuticals, Inc. # 10863, Rockley Road, Houston, TX 770999, USA, the Second Party, and represented herein by **Mr. Mohan Rao Manam**, COO, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

WHEREAS:

- A) First Party is a Higher Educational Institution named: Sarojini Naidu Vanita Pharmacy Maha Vidyalaya, Secunderabad, Telangana, India is a premier institution in the field of pharmacy and its related courses, affiliated to Osmania University, Hyderabad. It is NAAC+, NBA Accredited Autonomous Institution. It is sponsored and managed by The Exhibition Society, Hyderabad. An institution of excellence for pharmaceutical education, it endeavors to provide a leading knowledge and networking platform for young women aspirants to make change as accountable healthcare professionals-pharmacists, pharmaceutical scientists, who are engaged in Academic Pharma Research Activities, health promotion, disease prevention, assessment, monitoring, initiation and modification of usage of medication to assure safe and effective drug therapy regimens.



R

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhance opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) The second party specializes in the Research & Development and commercialization of a wide range of finished dosage forms under contract development, manufacturing and marketing in the USA.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MEMORANDUM OF UNDERSTANDING (MOU), THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- a) Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- b) First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party. Nothing in this MOU shall be construed to create any obligation on Second Party to engage in any specific activity unless separately agreed in writing.



- c) The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of this MOU.
- d) The terms of any Definitive Documents shall be mutually agreed in writing and shall supersede this MOU to the extent of any inconsistency.

CLAUSE 2: SCOPE OF THE MOU

The Teaching Faculty & budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.1 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully. Any such input shall be provided on an advisory basis only and shall not vest any right in the First Party to use Second Party's proprietary methodologies, systems, or trade secrets
- 2.2 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the selected faculty and students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to meritorious students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Access to Second Party's labs, workshops, or industrial sites is granted entirely at Second Party's discretion and may be withdrawn at any time. All visitors shall execute Second Party's standard non-disclosure prior to entry.



- 2.3 Internships of Students: Second Party will help the students for Internship of meritorious students of the First Party as per the internship Policy of the second party. Second Party does not guarantee placement of any student.
- 2.4 Research and Development: Both Parties have agreed to carry out the research activities in the mutually agreed products of Research and developments . Any R&D activities shall be undertaken only pursuant to a separate written R&D Project Schedule ("Project Schedule") signed by both Parties, specifying: (a) scope and objectives; (b) resource contributions; (c) IP ownership; (d) timeline; and (e) publication rights. No R&D activity shall commence absent an executed Project Schedule.
- 2.5 Skill Development Programs: Second Party shall help to train the Faculty & students of First Party on the emerging technologies in order to bridge the skill gap for industry requirements.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions & licenses of whatsoever may be for offering the Programs on the terms specified herein. All such training shall be subject to Second Party's standard training terms, the confidentiality obligations in Clause 7, and the IP provisions in Clause 3.
- 2.7 There is no financial commitment on the part of the Second Party to take up any program mentioned in the MOU. The First Party shall have to make all financial arrangement for VISA, logistics and stay in the USA to the students and faculty sent for training to the second party. The second party is in no way responsible for the overstay of Faculty and students of the first party in the USA. First Party expressly warrants that all individuals sent to Second Party's premises or jurisdiction shall comply strictly with applicable immigration laws, including visa validity and duration of stay. First Party shall indemnify, defend, and hold harmless Second Party from and against any and all claims, liabilities, penalties, fines, or costs (including legal fees) arising out of or in connection with any immigration violation, visa overstay, or unauthorized presence of First Party's students or faculty in any jurisdiction.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Background IP. Each Party shall retain exclusive ownership of all intellectual property (including but not limited to patents, copyrights, trade secrets, trademarks, know-how, inventions, methodologies, data, and designs) owned, developed, or licensed by that Party prior to the Effective Date of this MOU or independently of this MOU ("Background IP"). Nothing in this MOU shall, by express grant, implication, estoppel, or otherwise, create in either Party any right, title, interest, or licence in or to the other Party's Background IP.



3.2 Foreground IP — Sole Creation by First Party. All intellectual property created solely by First Party's students or faculty using Second Party's facilities, data, technology, equipment, or resources ("Foreground IP") shall vest exclusively in Second Party from inception. First Party hereby assigns, and shall procure that its students and faculty assign, all right, title, and interest in any such Foreground IP to Second Party. First Party shall execute and procure execution of all further instruments reasonably required to perfect such assignment.

3.3 If the intellectual property is arising out of the initiation and /or involvement of the second party or work of the first party students and faculty at Second party the rights will accrue to the second party.

3.4 No Implied Licence. No licence to use, reproduce, modify, distribute, or exploit the other Party's intellectual property is granted by this MOU unless expressly set out in a separate written licence agreement signed by both Parties.

3.5 Moral Rights. To the maximum extent permitted by applicable law, First Party waives, and shall procure the waiver of, all moral rights in any Foreground IP assigned to Second Party under Clause 3.2.

3.6 Survival. The intellectual property obligations set out in this Clause 3 shall survive the termination or expiry of this MOU indefinitely.

CLAUSE 4: EFFECTIVE DATE, VALIDITY AND TERMINATION

4.1 This Agreement shall be effective from the date of its approval by competent authorities at both ends

4.2 This Agreement shall be valid until it is expressly terminated by either Party.

4.3 Both Parties may terminate this MOU upon thirty days calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

4.4 Termination for Cause. Notwithstanding Clause 4.3, Second Party may terminate this MOU immediately upon written notice to First Party in the event of: (a) any material breach of this MOU by First Party that is not cured within 15 days of written notice; (b) any actual or threatened breach of Clause 3 (Intellectual Property) or Clause 7 (Confidentiality); (c) any immigration violation by First Party's students or faculty; (d) any act by First Party or its representatives that damages the reputation or business interests of Second Party; or (e) First Party becoming insolvent, entering into administration, or ceasing to carry on business.



4.5 Consequences of Termination. Upon termination: (a) all activities contemplated under this MOU shall cease immediately; (b) each Party shall return or, at the other Party's election, destroy all Confidential Information of the other Party in its possession (subject to any legal retention obligation); (c) all rights granted hereunder shall terminate; and (d) any obligations that have accrued prior to termination (including IP assignments, indemnities, and confidentiality) shall survive. Second Party's right to receive any assigned Foreground IP shall not be affected by termination.

4.6 No Liability for Termination. Neither Party shall have any liability to the other solely by reason of termination of this MOU in accordance with this Clause 4.

CLAUSE 5: AMENDMENTS

Any amendment and/or addenda to any clause of this Agreement shall be in writing and signed by the 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 required by such amendment or addenda.

CLAUSE 6 : RESOLUTION OF DISPUTES

6.1 This MOU shall be construed and governed in accordance with the laws of Singapore. Subject to Clause 6.2, any disputes arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the courts of Singapore.

6.2 The Parties agree that, in the event of any dispute, they shall first attempt to resolve the matter through good-faith negotiations between senior representatives of both Parties for a period of thirty (30) days from the date of written notice of the dispute. If the dispute remains unresolved, either Party may refer the dispute to arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference into this Clause. The tribunal shall consist of a sole arbitrator mutually agreed by the Parties, failing which the arbitrator shall be appointed in accordance with the SIAC Rules. The seat and venue of arbitration shall be Singapore. The language of arbitration shall be English.

6.3 Injunctive Relief. Notwithstanding Clause 6.2, the Second Party shall be entitled to seek immediate injunctive or other equitable relief in any court of competent jurisdiction to prevent or restrain any breach or threatened breach of Clause 3 (IP) or (without the obligation to post any bond or security).



CLAUSE 7 : CONFIDENTIALITY

- 7.1 Definition of Confidential Information. "Confidential Information" means any and all non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with this MOU, whether disclosed orally, in writing, electronically, or by any other means, including but not limited to: trade secrets, technical data, curriculum designs, training methodologies, R&D findings, business strategies, financial information, personnel data, proprietary software, laboratory processes, client or student information, and any other information designated as confidential or that a reasonable person would understand to be confidential given the nature of the disclosure.
- 7.2 Obligations of Receiving Party. The Receiving Party shall: (a) keep all Confidential Information strictly confidential; (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) use Confidential Information solely for the purpose of performing its obligations under this MOU; (d) limit access to Confidential Information to those of its employees, contractors, or representatives who have a genuine need to know and are bound by written confidentiality obligations no less protective than those in this Clause 7; and (e) promptly notify the Disclosing Party upon becoming aware of any actual or suspected unauthorized disclosure.
- 7.3 Exclusions. The obligations in Clause 7.2 shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure, as evidenced by written records; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided the Receiving Party gives the Disclosing Party prompt written notice and cooperates with the Disclosing Party in seeking a protective order.
- 7.4 Return of Confidential Information. Upon termination of this MOU or upon written request by the Disclosing Party, the Receiving Party shall promptly return or permanently destroy all Confidential Information (including all copies, notes, and extracts) and provide written certification of such destruction upon request.
- 7.5 Survival. The obligations of confidentiality in this Clause 7 shall survive the termination or expiry of this MOU for a period of three (3) years from the date of termination or expiry.
- 7.6 Specific Second Party Protections. Without limiting the generality of this Clause 7, First Party expressly acknowledges that: (a) all information relating to Second Party's laboratory processes, proprietary training systems, equipment, client data, and internal policies constitutes Confidential Information of the highest sensitivity; (b) First Party shall not publish, present, or otherwise disseminate any findings, observations, or data obtained during visits or training at Second Party's facilities without Second



Party's prior written consent; and (c) breach of this Clause 7.6 shall constitute a material breach entitling Second Party to immediate termination under Clause 4.4.

8. INDEMNIFICATION

- 8.1 Indemnification by First Party. First Party shall indemnify, defend, and hold harmless Second Party and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) any breach of this MOU by First Party; (b) any negligent or wilful act or omission of First Party or its students, faculty, or representatives; (c) any immigration violation by First Party's students or faculty; (d) any infringement of a third party's intellectual property rights by First Party; or (e) any personal injury or property damage caused by First Party's students or faculty at Second Party's premises.
- 8.2 Indemnification by Second Party. Second Party shall indemnify First Party from claims arising solely out of Second Party's own gross negligence or wilful misconduct in the performance of its obligations under this MOU.

9. LIMITATION OF LIABILITY

- 9.1 Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this MOU, including loss of revenue, loss of profits, loss of data, or loss of business opportunity, even if advised of the possibility of such damages.
- 9.2 Nothing in this Clause 9 shall limit liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under applicable law.

10 NON-BINDING NATURE

Except for Clauses relating to Confidentiality, Intellectual Property, Dispute Resolution, and any expressly stated binding obligations, this MOU reflects the Parties' current intentions and does not create legally binding obligations.

11. GENERAL PROVISIONS

- 11.1 Entire Agreement. This MOU constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, representations, and understandings, whether written or oral.



- 11.2 No Partnership or Agency. Nothing in this MOU shall create or be deemed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party shall hold itself out as agent or representative of the other.
- 11.3 Severability. If any provision of this MOU is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 11.4 Waiver. Failure to exercise or delay in exercising any right under this MOU shall not constitute a waiver of that right.
- 11.5 Notices. All notices under this MOU shall be in writing and delivered by registered post or email with acknowledgement of receipt to the addresses specified in the signature block below.
- 11.6 Counterparts. This MOU may be executed in counterparts, including electronic signatures, each of which shall constitute an original.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

AGREED:

For Sarojini Naidu Vanita Pharmacy
Maha Vidyalaya

For Brio Pharmaceuticals Inc.

B. Prabha Shankar

Authorized Signatory



Mohan Rao

Authorized Signatory

Oct 10/2021

Sarojini Naidu Vanita Pharmacy Maha Vidyalaya	Brio Pharmaceuticals Inc.
12-5-31/32, Vijayapuri Colony, Tarnaka, Secunderabad – 500017, TS, India.	10863, Rockley Road, Houston, TX 770999, USA
Contact Details: Name: Dr. B. Prabha Shankar Position: Chairman Contact Number: +91 9849164095	Contact Details: Name: Mr. Mohan Rao Manam, Position: Chief of Operations, Contact Number: +1 6263797250
E-mail: Chairman@snpvpharmacycollege.com	E-mail: mohan@briopharmaceuticals.com
Web: www.snpvpharmacycollege.com	Web: www. briopharmaceuticals.com

Witness 1:



Witness 2: