

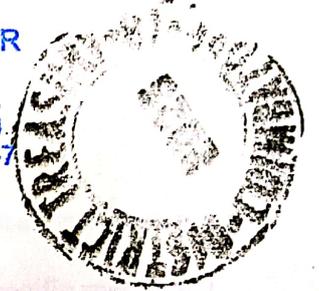
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ER 747986

Rathinam College of
Pharmacy
Coimbatore

V. Saravana Kumar
V. SARAVANA KUMAR
STAMP VENDOR
3(4), Mariamman Kovil St.,
Machampalayam, CBE - 24.
L.No : 928 / B1 / 2021-7



MEMORANDUM OF UNDERSTANDING

**RATHINAM COLLEGE OF PHARMACY, EACHANARI, COIMBATORE
And SPINOS, LIFE SCIENCE AND RESEARCH PRIVATE LTD**

This MoU (Memorandum of Understanding), is made on this, the 18-Nov-2025 by and
BETWEEN

Rathinam College Of Pharmacy, having its address at **Rathinam TechZone, Eachanari, Coimbatore-641021, Tamil Nadu, India** (hereinafter referred to as "RCPH" or the "First Party" which expression shall, unless excluded by or repugnant to the context, be deemed to include its legal representatives, partners, successors-in-interest, subsidiaries and assigns) of the **FIRST PART**.

AND

M/s **SPINOS Life Science and Research Private Ltd**, having its address at **#29A, Krishna Madhuravanam, Alankar Thottam, Vellakinar Pirivu, Thudiyalur PO, Coimbatore - 641 029, Tamil Nadu, India**, (hereinafter referred to as "SPINOS Life Science and Research Private Ltd" which term shall unless repugnant to the context or subject matter mean and include its partners, successors-in-interest, legal representatives and permitted assigns) of the **OTHER PART**.

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Rathinam College of Pharmacy and SPINOS Life Science and Research Private Ltd shall hereinafter be jointly referred to as '**Parties**' and individually as '**Party**'

Rathinam College of Pharmacy, (RCPH) has established departments in pharmacy education in campus and is committed in teaching, research and enhancing learning in core areas of Pharmaceutics, Pharmaceutical Chemistry, Pharmaceutical Analysis, Pharmacy Practice, Pharmacology and Pharmacognosy. RCPH has also initiated industry-based courses and is desirous of establishing partnerships with the aim of strengthening its capabilities in various paramedical & Pharma domains.

SPINOS Life Science and Research Private Limited is an independent full-fledged USFDA/WHO approved Clinical Research Organization pursuing Bioequivalence studies and Clinical trials.

Both **RCPH** and **SPINOS Life Science and Research Private Limited** wish to utilize their strength reciprocally for mutual benefit and are desirous of entering into an agreement of understanding, envisaging activities as detailed in this agreement.

SPINOS Life Science and Research Private Limited provide a practical-oriented certification Programme for students to enhance their career development. The areas of interest will be broadly in developing Clinical Trial studies, Bioequivalence studies, Gain valuable work experience about Trials, and in Research Network with professionals in the field.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

1. RESPONSIBILITIES OF THE PARTIES:

1.1. Rathinam College of Pharmacy (RCPH) will provide

- 1.1.1. Their Lab, equipment facilities and the expertise for analytical and research purposes.
- 1.1.2. Their Researchers and scholars to use their knowledge for any specific specialized projects and seek funding from outside and this will be based on specific written agreements by both the parties, as per agreeable terms.

1.2. SPINOS life science will provide

- 1.2.1. Organize industrial visits for students so they can learn about the activities of the company.
- 1.2.2. Provide faculty internships to help them gain skills and knowledge in the clinical research sector.
- 1.2.3. Provide students with exposure to the current relevant clinical research sector expertise through guest lectures, training and/or certificate programs.
- 1.2.4. After training and interviewing, provide insight and direction about internships and job references at CROS.
- 1.2.5. Creation of a labour force immediately available to respond to the CROs of Clinical Research, Pharmaceutical and Biological Industries.

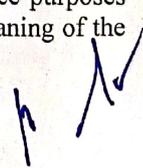
2. TERM AND TERMINATION:

- 2.1. This MOU shall be valid for a period of **3 years** from the date of signing of MOU and shall continue to be in full force and effect unless terminated earlier in accordance with this Agreement. If further extensions are required, it shall be by mutual consent of the parties in writing.
- 2.2. Either party may terminate this MoU, by giving to the other, notice of 3 (three) months in writing.

3. CONSTRUCTION, ENFORCEMENT AND ASSIGNABILITY

- 3.1. The parties hereto agree that this Memorandum of Understanding contains the entire understanding between them and supersedes all prior understanding, negotiation or warranty or representation between the parties in connection with the subject matter of this Memorandum of Understanding.
- 3.2. Neither party shall assign, transfer or otherwise dispose of this Memorandum of Understanding to any third party without the written consent of the other party.
- 3.3. The Section titles used in this Memorandum of Understanding are for reference purposes only and are not intended to add or to limit or in any other way change the meaning of the language of the Memorandum of Understanding.







4. GOVERNING LAW AND JURISDICTION

- 4.1. This Memorandum of Understanding shall be governed by the laws existing in force in Republic of India.
- 4.2. The courts of law at Tamilnadu, India shall have exclusive jurisdiction over this Memorandum of Understanding and all matters related thereto.

5. COMPLIANCE WITH LAWS

- 5.1. Each Party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the Services to be provided hereunder.
- 5.2. If at any time during the Term of this MOU, a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.
- 5.3. Without limiting the generality of the foregoing, the parties hereto represent that they have and will maintain the necessary licenses and permits to provide the Services hereunder.

6. CONFIDENTIALITY

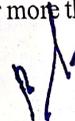
- 6.1 Both parties agree that due regard shall be given to the confidentiality of the information which may come their way in the dealings under this MoU. Further, the party of the Second Part is committed to protect all Data and Personal Information of the students, faculty and other personnel of RCPH and will strive to maintain the privacy of all Data and Personal Information that they will have access to.
- 6.2 The terms of this MOU and the information shared under this MOU are confidential information. Each of the Parties herein agree to maintain and keep confidential and not to divulge or communicate to any person(s) whatsoever, other than those officers of their respective organization or their appointees who need to know the same, all Confidential Information of the other including the existence of this agreement and its contents, save for that which is required by law to disclose or in the public domain.

7. INDEMNITY

- 7.1 Either Party hereby agrees to defend, indemnify and hold harmless the other party, including but not limited to its officers, directors, trustees, shareholders, Board members, representatives, agents, consultants, students, faculties, affiliates, subsidiaries and their respective successors and assigns ("indemnities"), from any and against all third party claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest and other costs incurred by the indemnities including but not limited to attorneys' fees and costs of suit whether incurred in defending against such claim or enforcing the terms of this MOU, arising as a consequence of:
 - (a) the infringing Party's or its representatives breach of the representations, warranties or covenants set forth herein; and/or
 - (b) a third-party claim or allegation against the Indemnities for infringement of any patent, trademark, copyright or other proprietary or contractual rights of a third party due to the negligence, default, omission or commission of the infringing Party's or its employees, agents, directors, shareholders or representatives and/or
 - (c) a breach of contract on account of any negligent act or omission, any breach of its obligations provided in this Agreement or any violation of applicable law, rule or regulation by the defaulting party or its agents during and after the term of the Agreement.

8. LIMITATION OF LIABILITY

- 8.1 The Parties agree that neither Party or its Affiliates and/or their respective Group shall be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from performance of this MOU by either Party hereunder more than the amounts payable under this MOU.



9. FORCE MAJEURE

- 9.1. Neither party shall be liable to the other for any delay or failure to perform due to acts of force majeure. For the purpose of this Memorandum of Understanding, acts of Force Majeure shall include fire, earthquake, flood, epidemic, pandemic, act of God, war, civil commotion, riot, embargo, change of law, or other similar event beyond the control of such party. The party prevented from performing an obligation by any such event shall not for such reason become liable to the other for a breach of this Memorandum of Understanding, provided that the affected party notifies the other without delay in writing with supporting evidence of such event.

10. DISPUTE RESOLUTION AND ARBITRATION

- 10.1 The Parties hereto shall strive to work in a cordial environment to the best extent possible. In the event of any dispute or difference between the parties, hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible then unresolved dispute or differences shall be referred to arbitration which shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996. The language of arbitration proceedings shall be English. The arbitrator shall make a reasonable award, which shall be final and binding on the parties. The venue for such arbitration will be Coimbatore.

11. NOTICES

- 11.1. Any notice, requests or other communications to be given pursuant to this Agreement shall be deemed to have been properly given if communicated by email or sent by registered post, delivered by hand or sent by speed post with appropriate acknowledgements to the address given hereunder:

First Party

- e- mail address : principal.rph@rathinam.in
- Communication Address: The Principal, Rathinam College of Pharmacy, Rathinam Techzone , Eachanari, Coimbatore-641 021

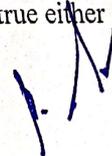
Second Party

- e- mail address : hr@spinoslifescience.com
- Communication Address : Krishna Madura Vanam, Vellakinar Pirivu, 29 A, First St, Sri Murugan Nagar, Thudiyalur, Tamil Nadu 641029

- 11.2. Such notice shall be given in writing in English and shall take effect from the third day following the date of posting or from the date of sending by email as aforesaid.
- 11.3. Either party may from time to time change its address provided for in this Agreement by giving the other party not less than fifteen (15) days prior written notice.

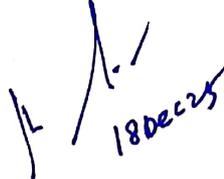
12. GENERAL PROVISIONS

- 12.1. **Amendments** - Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective only when executed and signed by all Parties to this MOU.
- 12.2. **Assignment** - Neither Party shall transfer or assign part or all of its rights and obligations under this MOU without the prior written consent of the other Party.
- 12.3. **Heading** - Titles of Clauses are included for convenience of reference only and shall not affect the interpretation of this Agreement.
- 12.4. **Third Party Beneficiary Rights** - This Agreement is intended for the sole and exclusive benefit of the Parties herein. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- 12.5. **Relationship of Parties** - The Parties agree that notwithstanding anything to the contrary contained herein, the relationship between the Parties shall be a principal-to-principal relationship and nothing contained herein shall be deemed to construe either



- partner, subsidiary, associated or group company of the other Party.
- 12.6. **Entirety of MOU** - This MOU represents the entire understanding between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- 12.7. **Severability** - Should any portion of this MOU be held by an arbitration tribunal or court of competent jurisdiction to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance. The Parties will agree in good faith on new provisions to replace the invalidated provisions, as close as possible to the Parties' original intent.
- 12.8. **Waiver** - Failure of either Party to enforce, at any time or for any period of time, the provisions hereof or the failure of either Party to exercise any right herein shall not be construed as a waiver of such provision or right and shall in no way affect that Party's right to enforce such provisions or exercise such option. No term or provision shall be deemed waived, and no breach hereof shall be deemed consented to, unless such waiver or consent shall be in writing and signed by the Party, which has given such waiver or consent. No waiver of any provision hereof shall be deemed a waiver of any succeeding breach of the same or any other provision of this MOU.
- 12.9. **Counterparts** - This Memorandum of Understanding shall be signed in duplicate, the original of which shall be in the custody of the First Party and the duplicate of which shall be retained by the Second Party but shall together constitute a single Memorandum of Understanding between the parties herein.
- 12.10. **Legal Counsel:** Each Party acknowledges that it has been represented by effective counsel of its choice and understands the terms of this MoU and its implications.
- 12.11. **Costs:** Each Party shall bear its own costs with respect to the execution and performance of this MoU.

IN WITNESS whereof, the parties hereto have executed this Memorandum of Understanding on the day, month and year herein above written.

<p>For and on behalf of Rathinam College of Pharmacy (RCPH)</p>  <p>Prof. Dr. N. Balakrishnan, M.Pharm., Ph.D., Principal Rathinam College of Pharmacy Rathinam Techzone, Pollachi Main Road, Eachanari, Coimbatore - 641021. Authorised Signatory</p>	<p>For and on behalf of SpinoS Life Science and Research Private Ltd</p>  <p>Authorised Signatory</p>
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Date of signing:18/12/25.....

