

LUPIN

MEMORANDUM OF UNDERSTANDING
BETWEEN
LUPIN LIMITED
AND
RAYAT SHIKSHAN SANSTHA

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is executed on this 15th day of May 2015 between:

RAYAT SHIKSHAN SANSTHA, A Leading education institute, under charitable trust founded in year 1919 and having its registered office at Karmveer Samadhi Parisar, Near Powai Naka, Satara - 415 001. Dist-Satara and its all the Jr. Colleges or Higher Secondary Schools having science faculty (Maharashtra (hereinafter referred as "RAYAT" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include present and future management council members and their successors and assigns);

AND

LUPIN Ltd., T-142, MIDC, Tarapur

RAYAT SHIKSHAN SANSTHA and "LUPIN Ltd." are hereinafter collectively referred to as the "Parties" and individually as "Party" as applicable.

I. PURPOSE

The purpose of this MoU is to provide the framework for a partnership arrangement between RAYAT SHIKSHAN SANSTHA and LUPIN Ltd., to provide industry focused quality education & job opportunities to 12th (Science) passed students from RAYAT SHIKSHAN SANSTHA

Objective: The employability of students from rural area continues to remain weak. In the current context, skilling graduates to enhance their employability and enabling them to be effective contributors of nation's growth and development assumes paramount importance. Thus, the idea is to provide sustainable quality education for the students of rural areas and economically weaker sections.

Scope: LUPIN Ltd. shall be entitled to provide Learn and Earn scheme for 3 years to 12th (Science) passed students. During the term of this MOU, the students passing out from Rayat Shikshan Sanstha would be mobilised to join the Learn and Earn scheme of LUPIN Ltd.

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Lupin Limited

Corporate Office

Registered Office



2. PROGRAMME DETAILS

The Learn and Earn programme of LUPIN Ltd. will give an opportunity for 12th Science passed students to obtain a degree of B. Sc. (Drug Science). The Learn and Earn programme will be of 3 years duration. The candidate will have to work for 5 days (Monday to Friday) as a Learner in the LUPIN Ltd. plant and will have to attend university's academic session for two days per week (Saturday and Sunday)

3. ELIGIBILITY

- a. The candidate with more than 50 % marks at 12th (Science) Examination held in 2014 or 2015 will be eligible for this Learn and Earn programme.
- b. Candidates pursuing distance education courses will not be eligible.

4. AREAS OF COOPERATION

Rayat Shikshan Sanstha shall provide the following services:

- a. The Rayat Shikshan Sanstha will provide 12th (Science) Passed students to LUPIN Ltd. for its Learn and Earn programme.
- b. The Sanstha will provide infrastructure to LUPIN Ltd. to conduct examination and interviews for students' selection procedure.
- c. Before 12th result, Sanstha will intimate dates of interview to the Science Junior colleges and hence to the students.

LUPIN shall provide the following:

- LUPIN Ltd. shall arrange all the academic sessions and job trainings at the plant site.
- LUPIN Ltd. shall provide stipend to the learners as per the appointment letter shared to the learners.
- Yashwantrao Chavan Maharashtra Open University (YCMOU) shall award B.Sc. (Drug Science) degree on successful completion of curriculum & passing by learner.
- LUPIN Ltd. shall 100% retain all the learners awarded B. Sc degree for job with LUPIN Ltd.
- LUPIN Ltd. shall provide Mediclaim, Medical and Life Insurance facility as per the appointment letter
- LUPIN Ltd. shall provide subsidized accommodation to learners at the plant site.
- LUPIN Ltd. shall provide subsidized transport facility for travel to plant and back
- LUPIN Ltd. shall provide subsidized food to learners when they are working.

5. GENERAL CLAUSES:

- a. The MOU shall commence on [15 May, 2015] and be valid for a period of Three year i.e., till [14 May 2018]. Prior to the expiry of the term, the MoU may be further extended by mutual agreement between both the Parties. Either Party may terminate this MoU with a thirty (30) day notice to the other in writing.

8. **INTELLECTUAL PROPERTY RIGHTS:**
 All and any proprietary or pre-existing rights of LUPIN Ltd. in any LUPIN Ltd. tools, processes, utilities, methodologies, patents, trademarks, copyright, or other proprietary products belonging to and used by LUPIN Ltd. including any modifications, enhancements or customizations made thereto whether or not in the course of provision of LUPIN Ltd. shall be the sole and exclusive property of LUPIN Ltd.. All pamphlets provided under this MoU shall not be used for any other purpose other than the purpose mentioned in this MoU. All the pamphlets shall be returned to LUPIN Ltd. by Rayat Shikshan Sanstha post expiration or termination of this MoU.
9. **FORCE MAJEURE:**
 Neither Party shall be liable for any failure or delay in the performance of its obligations under this MoU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, accident, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.
10. **NOTICES:**
 All notices, requests, demands and other communications related to this MOU or in connection herewith shall be given to or made upon the respective Parties as follows:
 To LUPIN Ltd.: LUPIN Ltd.
 T-192, MIDC, Industrial Area,
 Tarapur, Via Boisar - 401506.

 To Rayat Shikshan Sanstha: Prin. Dr. Ganesh Anant Thakur,
 Secretary, Rayat Shikshan Sanstha, Satara
 Karmayeeer Samadhi Parisar, Near Powai Naka,
 Satara - 415 001. Dist-Satara (Maharashtra)
11. **ENTIRE AGREEMENT:**
 This MOU constitutes the entire understanding between the Parties and supersedes any and all prior understandings and arrangements whether oral or written between the Parties relating to the subject matter hereof.
12. **SEVERABILITY:**
 Any provision of this MoU that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this MoU or affecting the validity or enforceability of such provision in any other jurisdiction.



LUPIN

13. AMENDMENTS:

Amendments, modifications or waiver in respect of this MoU will be effective in writing and executed by both the Parties

14. WAIVER:

Any failure by either Party to enforce any provision of this MoU shall not be construed as a waiver of the rights to so enforce such provisions at a later date or upon any subsequent breach.

15. ASSIGNMENT AND SUCCESSION:

The rights, benefits and liabilities of Rayat Shikshan Sanstha under this MoU shall not be assigned or otherwise transferred to any third party without the explicit written consent of LUPIN. This MOU shall inure to the benefit of and be binding upon the legal successors of the Parties.

16. GOVERNING LAW & DISPUTE RESOLUTION:

In case any dispute arises between Parties, an effort shall be made to settle the same amicably. This MoU is subject to the exclusive jurisdiction of the competent courts at Mumbai. This contract shall be construed and interpreted in accordance with the laws of Republic of India

SIGNATORIES

In witness hereof, the Parties hereto have signed this MOU in 2 original copies in English on the date(s) herein below indicated



[Signature]

Name : Prin. Dr. Ganesh Anant Thakur

Designation :

Secretary, Rayat Shikshan Sanstha, Satara

Date : 15th May 2015

(For and on behalf of Rayat Shikshan Sanstha)

[Signature]

Name : Gaurav Mehta

Designation :

Dy. General Manager, LUPIN Ltd.

Date : 15th May 2015

(For and on behalf of LUPIN Ltd.)

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Lupin Limited



[Signature]
PRINCIPAL
C. D. Jain College of Commerce
Shirsoli