



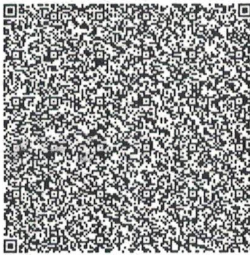
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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL82246833869038L
Certificate Issued Date	: 22-Feb-2013 01:12 PM
Account Reference	: IMPACC (IV)/ dl782203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL78220364129828971818L
Purchased by	: CD PHARMA INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: DELHI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CD PHARMA INDIA PVT LTD
Second Party	: NA
Stamp Duty Paid By	: CD PHARMA INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is executed on this 1<sup>st</sup> day of June, 2013 between:

- (i) **CD Pharma India Private Limited**, a company organized and existing pursuant to the laws of India and having its registered office at C-1/53, First Floor, Safdarjung Development Area, New Delhi-110016, (hereinafter referred to as

#### Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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"CD Pharma" which expression shall, where the context so permits, include its successors and permitted assigns), OF THE FIRST PART;

AND

- (ii) **Maratha Mandal's NGH Institute of Dental Sciences and Research Centre**, R. S. No. 47A/2, Bauxite Road, Belgaum 590 010, (hereinafter referred to as "**NGH Institute**" which expression shall, where the context so permits, include its heirs and permitted assigns) of the SECOND PART;

CD Pharma and NGH Institute are hereinafter collectively referred to as "Parties" and individually as "Party".

#### WHEREAS:

- A. CD Pharma has collaborated with Dr. Grace Tara Paul of Department of Periodontics Mahatma Gandhi Post Graduate Institute of Dental Sciences, Gorimedu, Indira Nagar, Puducherry, 605 006 India ("**Principal Researcher**"), for the study titled "Improvement of periodontal health and reduction in periodontal plaque micro-flora using a probiotic lozenge in patients with chronic periodontitis; Study Protocol ID: prob-gracetpaul\_01" (the "**Clinical Trial**") pursuant to an agreement dated Apr 08, 2013 entered into between CD Pharma and the Principal Researcher, to record the understanding reached between them;
- B. As a part of the Clinical Trial, certain samples forming part of the Clinical Trial ("**Samples**") are required to be analysed by conducting an independent research ("**Project**"). NGH Institute has indicated its interest in carrying out the Project at its Dept. of Microbiology through a team led by Dr. Kishore G Bhat, Professor and Head, Dept. of Microbiology, NGH Institute ("**Principal Investigator**").
- C. NGH Institute has the requisite expertise, resources and facilities for carrying out research study, design, conduct, evaluation and analysis and has agreed to conduct the Project at NGH Institute under the supervision of Principal Investigator, subject to the terms and conditions of this MoU.

#### OPERATIVE PROVISIONS

##### 1. INTERPRETATION

##### 1.1 Definitions

In this MoU, where the context permits, the following expressions shall have the



meaning assigned to them respectively below:

**"Business Day"** means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in New Delhi;

**"Commencement Date"** means [Jun 01, 2013];

**"Confidential Information"** means any data or information that is proprietary to CD Pharma and not known to the public, whether in tangible or intangible form, whenever and however disclosed including the information provided by CD Pharma to the Principal Investigator in connection with this MoU or the Protocol and includes, without limitation:

- (a) information relating to the conduct of the Project, analysis and result of the Project;
- (b) information relating to the Samples to be analysed under the Project;
- (c) the information relating to the know-how, methodology, trade secrets, processes, sequences, structure and organisation of the Project;
- (d) information relating to the Protocol and Project Materials; and
- (e) the results of NGH Institute's performance of the Project;

**"Force Majeure Event"** means any occurrence or omission as a direct result of which the Party relying on it is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this MoU and that is beyond the reasonable control of the Party, including without limitation forces of nature, industrial action and action or inaction by a government agency;

**"Indemnity"** means the indemnity for clinical trials set out in Article 6;

**"Intellectual Property Rights"** means all intellectual property rights throughout the world including, without limitation, copyright (both present and future), trade mark, design, patent, semi-conductor or circuit layout rights;

**"Project Materials"** means any medication, the Protocol, case report forms, study aids, and any other material that is used in, or arises out of, the conduct of the Project;

**"Protocol"** means the protocol for the Project proposed by the Principal Investigator and approved by CD Pharma and annexed hereto as Annexure-A, as it may be amended from time to time;

**"Report"** means a report issued by the NGH Institute to both CD Pharma and Principal Researcher, containing the results of the analysis of each Sample performed by Principal Investigator as envisaged under this MoU;

"Sample" means the 120 saliva samples collected at different intervals in accordance with the Clinical Trial;

"Termination Date" means the date falling after a period of twelve months from the Commencement Date or if terminated earlier in accordance with the terms and conditions of this MoU, then that earlier date.

## 1.2 Rules for interpreting this MoU

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this MoU, except where the context makes it clear that a rule is not intended to apply.

- (a) a reference to the law includes all applicable statutes, regulations, proclamations, ordinances, by-laws and guidelines, a reference to any statute, regulation, proclamation, ordinance, by-law or guideline includes all statutes, regulations, proclamations, ordinances, by-laws or guidelines varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws or guidelines issued under that statute;
- (b) words importing the singular include the plural and vice versa and reference to one gender includes all genders;
- (c) a reference to a document, agreement including this MoU includes a reference to that document or agreement as amended, supplemented, varied or replaced from time to time;
- (d) where a word or phrase is given particular meaning, other parts of the speech or grammatical forms of that word or phrase have corresponding meanings;
- (e) a recital or annexure forms part of this MoU; and
- (f) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, state or government and vice versa.

## 1.3 Business Days

If the day on or by which a person must do something under this MoU is not a Business Day, the person must do it on or by the next following Business Day.

## 2. CONDUCT OF THE PROJECT AND TERM

Subject to the provisions of this MoU, CD Pharma appoints NGH Institute to conduct and, NGH Institute accepts its appointment and agrees to conduct the Project through Principal Investigator in accordance with the Protocol and this MoU. NGH Institute agrees and accepts to conduct the Project by the **Principal Investigator**, at the Institute's facilities located at Dept. of Microbiology, utilising

such facilities, personnel and equipment as may reasonably be required for the Project.

The Project will commence on the Commencement Date and continue until the Termination Date subject to the terms and conditions of this MoU.

**3. DELIVERY OF SAMPLES BY CD PHARMA**

- 3.1 The Parties hereby agree that CD Pharma shall deliver the Samples to the Principal Investigator at the NGH Institute for conducting the Project in accordance with the appropriate measures.

**4. OBLIGATIONS OF THE INSTITUTE**

**4.1 Obligations prior to the commencement of the Project**

NGH Institute shall and shall ensure that Principal Investigator shall:

- (a) provide all necessary approvals and obtain necessary approvals from the relevant departments at NGH Institute and any other authority that is responsible for the administration of NGH Institute, for carrying out the Project at NGH Institute;
- (b) keep it and its team fully informed of the Protocol;
- (c) ensure that NGH Institute has laboratory facilities that will be fully equipped with and that will be maintained for the duration of the Project and that the laboratory facilities will have suitably qualified and trained staff members, who are available for the conduct of the Project;
- (d) ensure that along with the Principal Investigator all NGH Institute's employees, contractors and agents who are involved in the Project fully understand and give full effect to the Protocol and the obligations of NGH Institute; and
- (e) resolve any and all operations and operations related issues at NGH Institute including inter alia revenue, expenditure, utilisation of the resources, facilities, equipment and personnel of the NGH Institute for the effective conduct and carrying out of the Project at NGH Institute.

**4.2 Conduct of the Project**

NGH Institute shall and shall ensure that the Principal Investigator shall:

- (a) conduct the Project in accordance with the terms of the Protocol, this MoU and in accordance with the applicable laws and regulations governing the conduct of clinical studies and the Project.



- (b) ensure that all Samples and Project Materials are handled correctly and stored securely by the Principal Investigator and NGH Institute's employees for the duration of the Project and any period thereafter as required by applicable laws and regulations or this MoU, whichever period is longer; and
- (c) maintain accurate data collection and up-to-date records of all Samples, Project Materials and Project related correspondences by the Principal Investigator, NGH Institute's employees and any other person involved in the Project, during the Project and thereafter.

#### 4.3 Cooperation with CD Pharma

- (a) NGH Institute shall allow any person nominated by CD Pharma during regular business hours and with one Business Day notice in advance, and any authority access to the following:
  - (i) NGH Institute and facilities where the Project is being conducted; and
  - (ii) any Project Materials.
- (b) NGH Institute shall not, without the prior written approval of CD Pharma, disclose any Confidential Information to any third person other than for the proper conduct of the Project and in accordance with this MoU.

#### 4.4 Use of Samples and Reports

- (a) NGH Institute shall and shall ensure that the Principal Investigator shall, use the Samples solely for the purposes of conducting the Project and for no other purposes, without prior written approval of CD Pharma;
- (b) NGH Institute shall and shall ensure that the Principal Investigator shall, keep CD Pharma fully informed of the progress of the Project and provide to CD Pharma and to Dr. Grace Tara Paul, a complete written Report of the Project conducted using each Samples, on a monthly basis.

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## 5. CONSIDERATION AND PAYMENT

### 5.1 Consideration

In consideration of NGH Institute conducting the Project through the Principal Investigator in accordance with this MoU and performing, fulfilling and observing its obligations and covenants under this MoU:

- (a) CD Pharma has agreed to pay the NGH Institute, a gross and all inclusive consideration of INR 48,000 (Indian Rupees Forty eight Thousand) (the "Consideration Amount" calculated at the rate Rs 400 per Sample for 120 samples), for the Sample which is analysed. The Consideration Amount shall be payable to the NGH Institute as follows:
  - (i) an amount of INR 10,000 (Indian Rupees Ten Thousand) will be paid as advance at the Commencement Date, and
- (b) NGH Institute shall issue an Invoice at the end of each month based on the analysis of the Samples carried out by NGH Institute in that month, less the prorated amount of the advance received from CD Pharma as per clause (i) above. The Invoice shall be payable within 15 days of receipt thereof. The Consideration Amount is inclusive of all applicable taxes, duties and levies including without limitation value added tax, service tax and other indirect taxes applicable for the services agreed to be provided hereunder. The Consideration Amount shall be subject to deduction of income-tax at source at the rate in effect from time to time. CD Pharma may deduct the income-tax deductible at source and pay the net amount to NGH Institute.
- (c) Cheques will be made payable to: Principal, Maratha Mandal's NGH Institute of Dental Sciences and Research Centre  
  
NEFT Account Number: 111310110000012 (Bank of India)  
  
IFSC Code Number: BKID0001113
- (d) NGH Institute agrees that payments made to the NGH Institute would constitute full and final discharge of CD Pharma payment obligations under this MoU and CD Pharma shall not be obliged to make any payments to the Principal Investigator.

### 5.2 Payment Terms

CD Pharma will pay upon receipt of respective Report within thirty days of receipt by CD Pharma or Principal Researcher. CD Pharma is not required to make any payments due under clause 5.1 unless and until NGH Institute issues the Report to either of CD Pharma and Principal Researcher as envisaged under

this MoU and either of CD Pharma and Principal Researcher receives such Report from NGH Institute.

6. **INDEMNITIES**

- 6.1 CD Pharma shall indemnify, defend and hold harmless NGH Institute, its employees, servants and agents including the Principal Investigator against all or any liability, claim, expenses or direct loss incurred or suffered by NGH Institute, in respect of damage to any property or personal injury to or the death of any person due to the act, default, omission or gross negligence of CD Pharma, its servants or agents arising out of or in the course of the performance of this MoU, PROVIDED THAT NGH Institute notifies CD Pharma in writing of any such claim, within three months of occurrence of such claim. NGH Institute shall co-operate with CD Pharma, at CD Pharma's expense, in defending or settling such claim(s) and NGH Institute may join in defense with counsel of its own choice at its own cost or expense.
- 6.2 NGH Institute shall indemnify, defend and hold harmless CD Pharma, its employees, servants and agents against all or any liability, claim, expenses and direct loss incurred or suffered by CD Pharma Indemnified Parties, in respect of damage to any property or personal injury to or the death of any person due to the act, default, omission or gross negligence of NGH Institute, its employees, servants or agents including Principal Investigator, arising out of or in the course of the performance of this MoU, PROVIDED THAT CD Pharma promptly notifies NGH Institute in writing of any such claim. NGH Institute understands that it may not enter into any settlement, agreement, arrangement or compromise that would have a material adverse effect on CD Pharma. CD Pharma shall co-operate with NGH Institute, at NGH Institute's expense, in defending or settling such claim(s) and CD Pharma may join in defense with counsel of its own choice at its own cost or expense.

7. **CONFIDENTIAL INFORMATION**

- 7.1 NGH Institute acknowledges and agrees, that the Confidential Information supplied by CD Pharma is secret and confidential, and therefore undertakes not to disclose any of the Confidential Information to anybody, except the Principal Investigator and to those of its employees, officers, directors, representatives, advisors etc. who have a need to know it for the purpose of the Project and have undertaken to be bound by confidentiality and limited use obligations not less stringent than those established on NGH Institute hereunder.
- 7.2 CD Pharma agrees that NGH Institute may report, as part of the activities of Dept. of Microbiology of NGH Institute, the project title to Rajiv Gandhi



University of Health Sciences, Bangalore, to which NGH Institute is affiliated and make a mention of the project in the profile of the Dept. of Microbiology, provided however NGH Institute shall ensure that no confidential Information is disclosed as part of such report or the profile. NGH Institute shall and shall ensure that Principal Investigator shall, maintain all Confidential Information in strict confidence by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. NGH Institute shall be responsible for any breach of this MoU by any of its affiliates and/ or employees, officers, directors, representatives and advisors.

- 7.3 Unless otherwise authorized by CD Pharma in writing, NGH Institute agrees not to, and shall ensure that Principal Investigator shall not: (i) disclose the Confidential Information to any third party, (ii) analyze or have analysed for chemical composition or any other tests excluding the tests mentioned in the research protocol, any of the Confidential Information provided in the form of samples; or (iii) use such Confidential Information except as reasonably required solely in connection with the purposes of the Project planned by the Principal Investigator and approved by CD Pharma in writing.
- 7.4 In the event that the disclosure of Confidential Information is required to any statutory authority or court of law, NGH Institute shall and shall ensure that Principal Investigator shall, disclose the Confidential Information only after seeking the prior written approval of CD Pharma and shall take all possible measures to minimise the Confidential Information required to be disclosed.
- 7.5 The confidentiality obligations under this clause shall survive the expiration or termination of this MoU.

## **8. WARRANTIES**

### **8.1 Warranties by NGH Institute**

- (a) NGH Institute warrants that the Project will be conducted in accordance with the Protocol, conditions imposed by CD Pharma, the terms and conditions set out in this MoU, as well as all laws and guidelines (including those governing the protection and privacy of personal data).
- (b) NGH Institute warrants that all necessary approvals and licences from the relevant governmental or other authorities will be obtained prior to the commencement of the Project.
- (c) NGH Institute warrants that all necessary approvals from the relevant department head of NGH Institute will be obtained prior to the commencement of the Project. NGH Institute agrees to provide all relevant approvals promptly.

## 8.2 Warranties by Both Parties

Each Party hereby represents and warrants that the following facts and circumstances are and at all times shall be true and correct: -

- (i) that it has the requisite corporate power and authority to enter into this MoU and that this MoU does not conflict with any other agreement or obligation by which the respective Party is bound;
- (ii) that there is no material suit, action, arbitration, legal, administrative or other proceeding or governmental investigation pending to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under this MoU; and
- (iii) that the signatories for and on behalf of that Party are authorized and fully empowered to execute this MoU on that Party's behalf.

## 8.3 Continuing Warranties

The warranties in clauses 8.1 and 8.2 shall be continuing and shall stand repeated throughout the term of this MoU with reference to the facts and circumstances then existing.

## 9. EVENTS OF DEFAULT

Any one or more of the following events is a default ("Default"):

- (a) if either Party breaches any of its obligations under this MoU and fails to remedy the breach within 30 days written notice being given by the other Party requiring that breach to be remedied;
- (b) if a Party commits an act of bankruptcy; and
- (c) if either Party, being a company, shall pass a resolution to go into liquidation, or the courts shall make an order that the company be compulsorily wound up (otherwise than for the purpose of reconstruction or amalgamation) or the company is subject to the supervision of the court, either involuntarily or otherwise, or the company enters into an arrangement with or compounds or convenes a meeting of its creditors or has a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of its properties or assets or ceases or threatens to cease for any reason whatsoever to carry on its business or is unable to pay its debts as defined in the Companies Act or takes or suffers any similar action in consequence of debt, the other Party shall be entitled to terminate this MoU forthwith by written notice.



## 10. TERMINATION

### 10.1 Parties' Right to Terminate

Either Party may terminate this MoU by thirty (30) days' notice in writing to the other Party if a Default by that other Party occurs.

Either Party may terminate this MoU by thirty (30) days' written notice if any of the following events occurs:

- (a) unsatisfactory progress of the Project;
- (b) lack of commercial viability with respect to the conduct of the Project;
- (c) if either Party engages in conduct prejudicial to the interests of the other Parties; or
- (d) if either Party wishes to terminate this MoU without cause.

### 10.2 Consequences of Termination

In the event either Party terminates this MoU pursuant to this paragraph, upon written request from CD Pharma, NGH Institute shall and shall ensure that Principal Investigator shall promptly return all information of CD Pharma, including but not limited to copies thereof, derivative works containing Confidential Information, and any unused Samples, or, at the request of CD Pharma, NGH Institute shall ensure that Principal Investigator agrees to destroy any such material in a manner reasonably acceptable to CD Pharma, with the exception of copy of this MoU, which may be retained solely for the purpose of NGH Institute for determining its rights and obligations under this MoU.

Any termination of this MoU by either Party howsoever caused shall not affect any rights or remedies of either Party which have accrued prior to the date of termination.

## 11. INTELLECTUAL PROPERTY

11.1 NGH Institute acknowledges and agrees that all the Intellectual Property rights in the Project Materials and results of the Project belong exclusively to CD Pharma.

11.2 The NGH Institute shall have the right to retain:

- (i) documents as required by law, regulation or good clinical practice guidelines;
- (ii) one copy of all documents provided by CD Pharma or generated by the Principal Investigator for legal record-keeping purposes.



- 11.3 Save as aforesaid, all information, Know-how and Intellectual Property disclosed in connection with this MoU shall remain the property of CD Pharma. It is agreed by the parties that use of such information, Know-how and Intellectual Property shall not be construed as a grant of any right or license by CD Pharma.

For the purposes of this MoU:-

- (i) "Intellectual Property" shall mean all Confidential Information, Know-how, patents, copyright, design rights, rights relating to computer software, and any other industrial or intellectual property rights; and
- (ii) "Know-how" shall mean any experience, methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.

Save as aforesaid, all rights in any Intellectual Property and/or Know-how created in the course of or resulting from this MoU solely by any Party, their employees, staff, servants or agents, without any input or contribution from the other Party or without use of such Intellectual Property or Know-how disclosed or introduced to this MoU, shall be the sole and exclusive property of that Party and its disposition shall be at that Party's sole discretion.

## 12. RELATIONSHIP BETWEEN THE PARTIES

CD Pharma and NGH Institute enter into this MoU as independent parties and nothing in this MoU creates a relationship of employer and employee, principal and agent, joint venture or partnership between CD Pharma on the one hand and NGH Institute and any of its employees, agents, representatives, advisors including Principal Investigator on the other hand. No Party shall have any authority to act for or assume any obligation or responsibility of any kind, express or implied, on behalf of the other Party or bind or commit the other Party for any purpose in any way whatsoever.

## 13. FORCE MAJEURE

### 13.1 Notice and suspension of obligations

- (a) In the event, any Party is prevented from fulfilling its obligations arising out of this MoU; it has to give notice in writing to the other Party, within 30 days after occurrence of the cause of impediment. In such cases, an appropriate extension of time shall be granted, if such non fulfillment arises out the "Force Majeure" conditions.
- (b) For the purposes of this MoU, such events shall include but are not limited to, acts of God, wars, hostility, invasions, acts of foreign enemies, rebellions, revolutions, riots, civil wars, disturbances, requisitioning or

other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (howsoever caused), industrial action, strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of this MoU.

- (c) For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a force majeure event and the provisions of this clause shall not apply to such an event.

#### 13.2 Termination

If any force majeure event shall continue for a period exceeding ninety (90) days, then either Party may at any time thereafter, upon giving notice to the other, elect to terminate this MoU.

#### 14. COSTS AND STAMP DUTY

Each Party must pay its own legal costs in relation to the preparation and execution of this MoU. CD Pharma agrees to pay the cost of stamp duty, if any, on or in respect of this MoU.

#### 15. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and interpreted in accordance with the laws of India. The Parties hereby expressly agree that the Courts at Delhi shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this MoU. The Parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any other court.

#### 16. WAIVER

No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in this MoU shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision in this MoU.

Any time or other indulgence granted by NGH Institute under this MoU shall be without prejudice to and shall not be taken as a waiver of any of NGH Institute's rights under this MoU nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by NGH

Institute.

17. **SEVERABILITY**

In the event that any one or more of the provisions contained in this MOU shall be invalid, illegal or unenforceable in any respect under any applicable laws, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Upon occurrence of such event, the Parties shall endeavour to negotiate in good faith to amend this MOU to the extent legally permissible to give effect to their understanding recorded in this MOU.

18. **ASSIGNMENT**

Neither party shall be entitled to assign or transfer any of its rights or obligations under this MoU to any third party except with the prior written consent of other party. However CD Pharma shall have the right to transfer or assign its rights and obligations under this MoU to its affiliates without prior intimation or consent of NGH Institute, and such assignment or transfer shall be binding on NGH Institute.

19. **ENTIRE AGREEMENT**

The Parties expressly acknowledge that they have read this MoU and understood its provisions. The Parties agree that this MoU and all Schedules annexed to the same constitute the entire understanding between them with respect to the subject matter of this MoU and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the parties prior to this MoU in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in this MoU has been made to or by the parties.

20. **LIMITATION OF LIABILITY**

In carrying out their respective obligations under this MoU, CD Pharma and NGH Institute shall comply with all laws and regulations applicable thereto but save for willful acts, default or gross negligence on their respective parts, neither Party shall be liable to the other Party for any indirect, incidental, special, punitive or consequential damages however caused, including any loss of profits or business interruption costs and under any theory of liability, including but not limited to contract, strict liability and negligence; whether or not the other Party has been advised of the possibility of such damage.



21. **NOTICES**

21.1 **Method of Giving Notices**

A notice, consent, approval or other communication (each a "Notice") under this agreement must be signed by or on behalf of any Party giving it, addressed to the Party to whom it is to be given.

21.2 **Addresses for Notices**

Notices under this MoU will be given by hand, pre-paid post or by facsimile for the attention of the persons designated below:

**If to CD Pharma**

Attention: Kanwaldeep S. Chadha, Director

Address: C-1/53, 1<sup>st</sup> Floor, Safdarjung Development Area,  
New Delhi - 110016

Telephone: +91 11 41759898

Facsimile: +91 11 41759894

**If to NGH Institute**

Attention: Dr. Ramakant Nayak

Address: Principal, Maratha Mandal's NGH Institute of Dental Sciences  
and Research Centre, R. S. No. 47A/2, Bauxite Road, Belgaum-  
590010, India.

Telephone: +91-9448122895

Facsimile: +91-831-2479323

21.3 All such notices or communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of facsimile, at the time of transmission (iii) in the case of delivery by a nationally recognized overnight carrier, on the seventh business day following dispatch and (iv) in the case of registered mailing, on the tenth business day following such mailing.

22. In proving such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown thereon or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery or registered post letter, or that the facsimile transmission was made after obtaining in person or by telephone appropriate evidence of the capacity of the addressee to receive the same, as the case may be.

23. **VARIATION**



No amendment, modification of or addition to any provision of this MoU shall be effective unless made in writing and signed by the duly authorized representatives of both Parties.

24. **PROJECT DIRECTION**

The Project will be directed by the Principal Investigator. If the Principal Investigator is unable, for any reason, to perform his duties under this MoU and NGH Institute is unable to identify a suitable replacement for the Principal Investigator within ninety (90) days from the time that the Principal Investigator ceases to perform, CD Pharma may terminate without further action or notice.



25. **USE OF NAMES**

No Party shall use the name of the other Party or parties either expressly or by implication for any purpose whether in relation to any news, advertisement, promotional materials or other form of publicity without obtaining the prior written consent of the other Party. However, nothing herein shall be construed as prohibiting the Parties from reporting on this collaboration to a governmental agency. However, CD Pharma agrees that NGH Institute may mention in the profile of the Department of Microbiology of NGH Institute the general nature of the project undertaken for CD Pharma pursuant of this MoU.

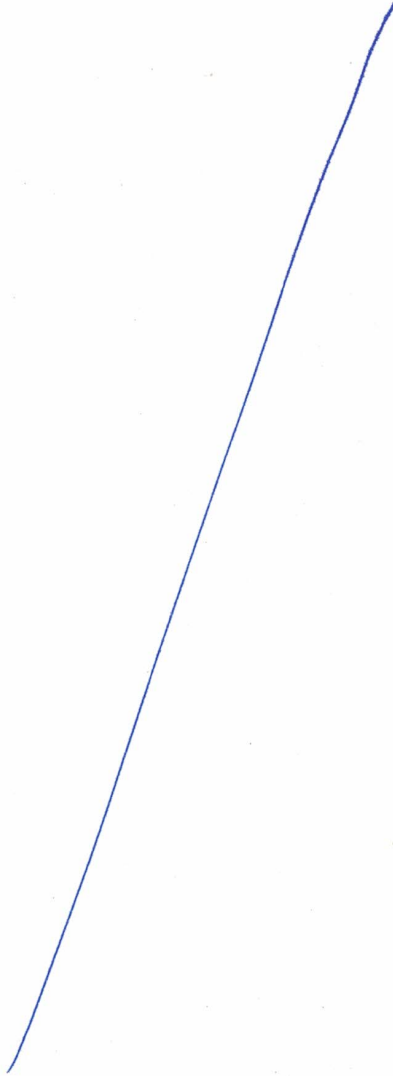
26. **COUNTERPARTS**

This MoU may be entered into in two or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

Executed as an agreement on the day, month and year hereinbefore stated

For CD PHARMA INDIA PRIVATE Limited	For Maratha Mandal's NGH Institute of Dental Sciences and Research Centre,
By:  Name: Kanwaldeep S. Chadha Title: Director and Country Manager	By:  Name: Dr. Ramakant Nayak Title: Principal
CD Pharma	NGH Institute

**Annexure-A:**  
**Protocol**



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