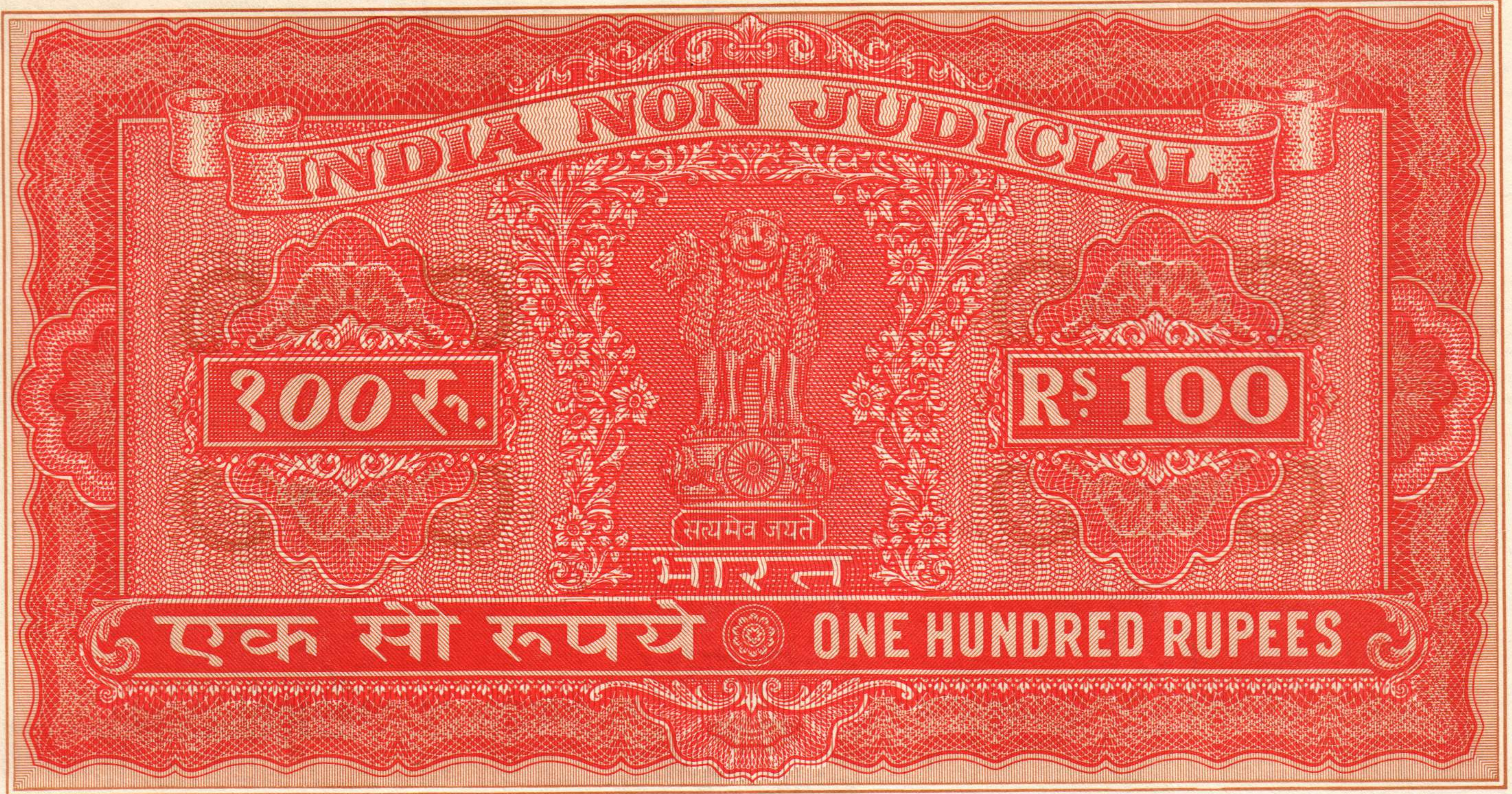


100Rs.



S.No. H3807 DATE 12/9/2002 Rs. 100

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R.V. WJW
Smt. R. VIJAYA LAKSHMI

Stamp Vendor L No 51/90 R.L.No. 30/2002

SOLD TO V. Uma Shankar Reddy

H.No. 7-1-621/287, S.R. Nagar,
HYDERABAD-500 038.

S/o W/o D/o Late Nago Reddy

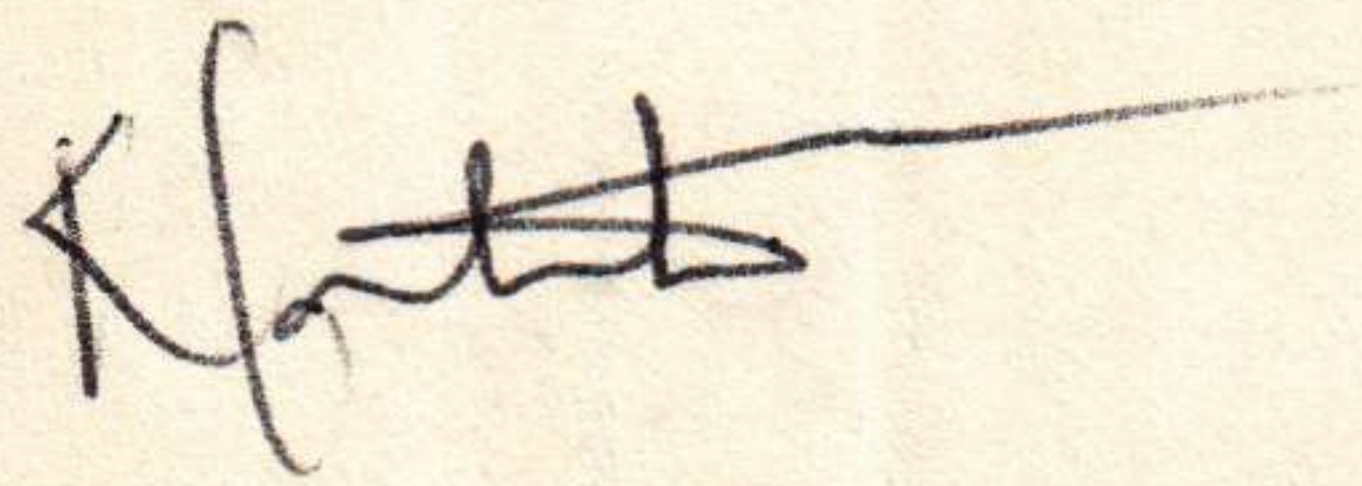
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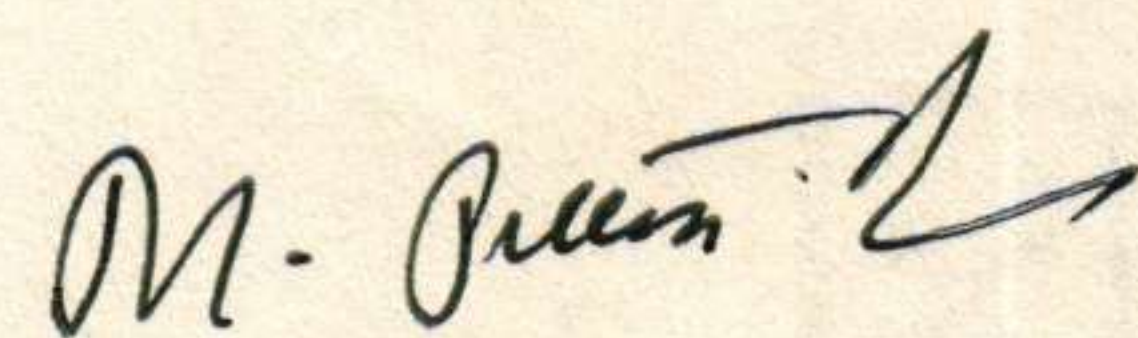
FOR WHOM M/S Dr. Reddy's Laboratories Ltd. Hyd.

AGREEMENT

THIS AGREEMENT made on this 12th day of September, 2002 between Dr. B. R. Ambedkar Open University a university established under an Act of AP legislature having its head quarters at Jubilee Hills, Hyderabad, Andhra Pradesh, INDIA represented by Dr.M. Prithviraj, Registrar (hereinafter referred to as BRAOU which expression shall include its successors and authorized representative) of the first part

And Dr. Reddy's Laboratories Limited, a company incorporated under the Companies Act 1956 having its registered Office at 7-1-27, Ameerpet, Hyderabad, Andhra Pradesh, INDIA represented by Mr. Satish Reddy, Managing Director & Chief Operating Officer (hereinafter referred to as DR. REDDY'S which expression shall include its successors and authorized representative) of the second part.

x 

M. Prithviraj 

WHEREAS BRAOU has the primary mandate of catering to the educational needs of the State of Andhra Pradesh with the objective of democratizing higher education, providing opportunities to employed persons for continuing education, skill upgradation, delivering education and training at the pace and convenience of learners through open and distance education methodologies through a network of Study Centers or by partnering with Institutions.

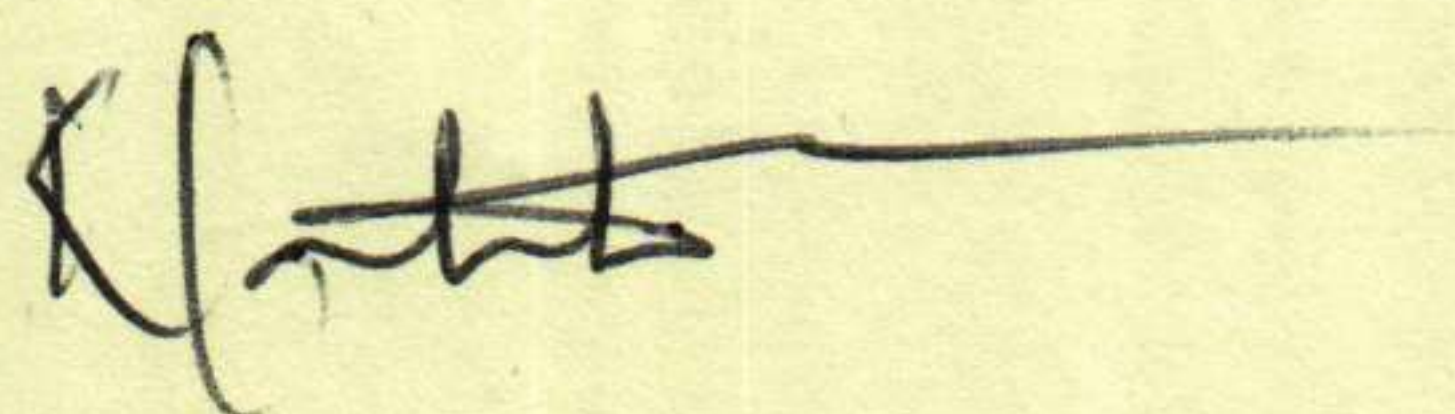
AND WHEREAS DR. REDDY'S a leading Indian pharmaceutical company that develops, manufactures and markets a wide range of pharmaceutical products in India and internationally would like to facilitate employee trainees to acquire higher educational qualification in the fields of pharmaceutical chemistry and related areas through open and distant education methodologies.

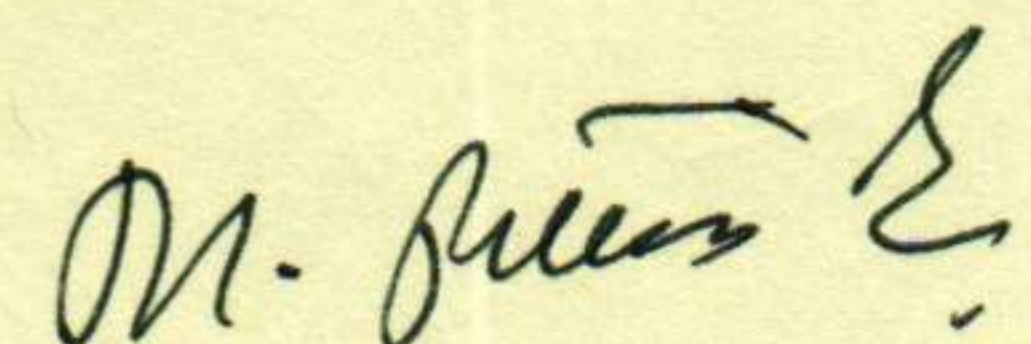
AND WHEREAS BRAOU has offered to provide a customized learning material that would help their employee trainee's qualify and receive a Bachelor of Science (herein after referred to as B.Sc.). Degree of this University with electives related to Pharmaceutical Chemistry and Formulations (The course and fees structure attached as per ANNEXURE-I)

AND WHEREAS the parties after discussions agreed to collaborate with each other to facilitate in offering such a B.Sc. course

NOW THEREFORE THE DEED WITNESS AS FOLLOWS:


- 1. BRAOU would admit the employee trainees of DR. REDDY'S in the First Year B.Sc. Programme in the academic year 2002-2003. These students will be treated on par with other First Year students admitted into B.Sc. Programme. BRAOU will allot the**

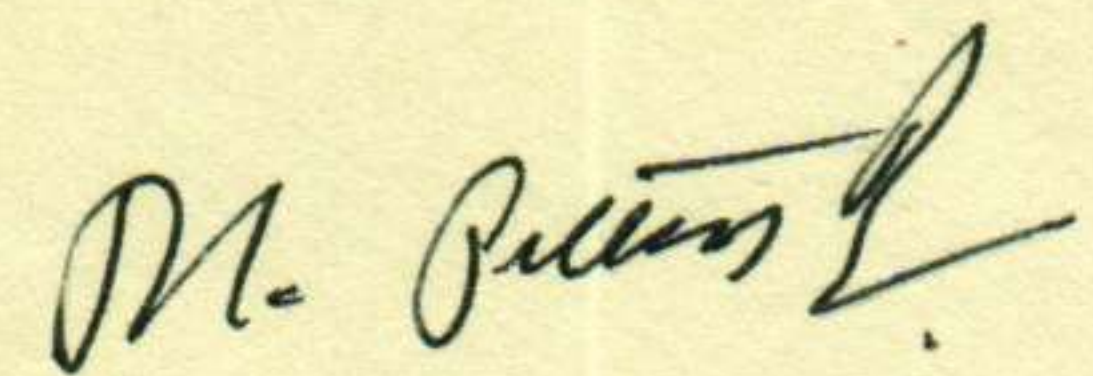
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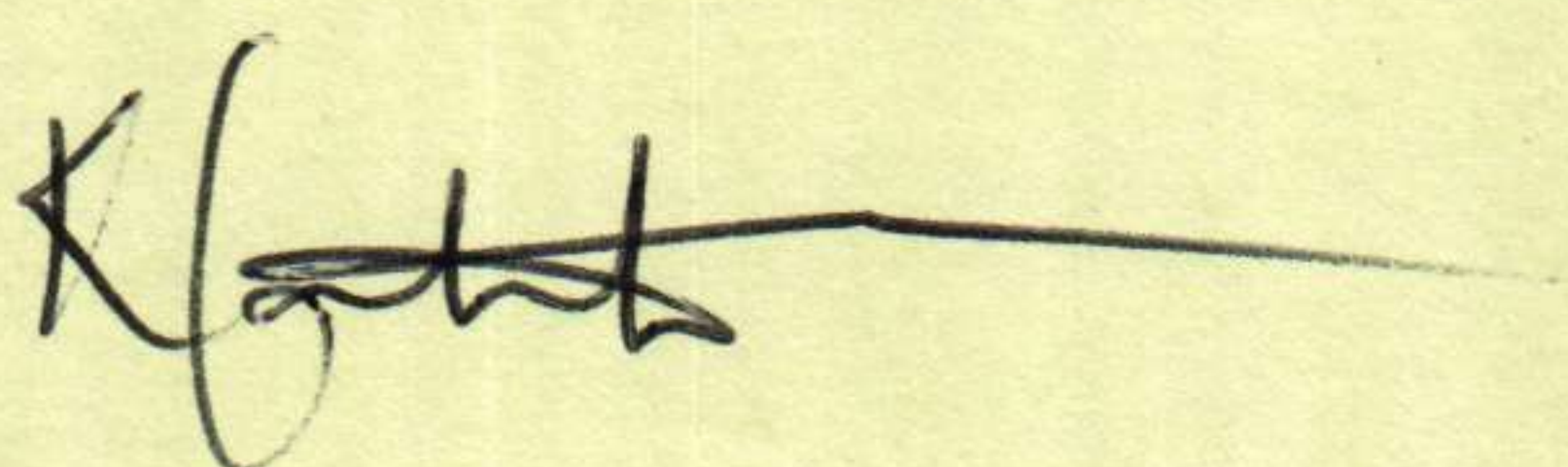
nearest Study Centre to them. The students will pay the same fee as other students admitted into the First Year Programme. DR. REDDY'S will make all out effort to enrol 40 students in the first year Bsc. Programme for the academic year 2002-03.

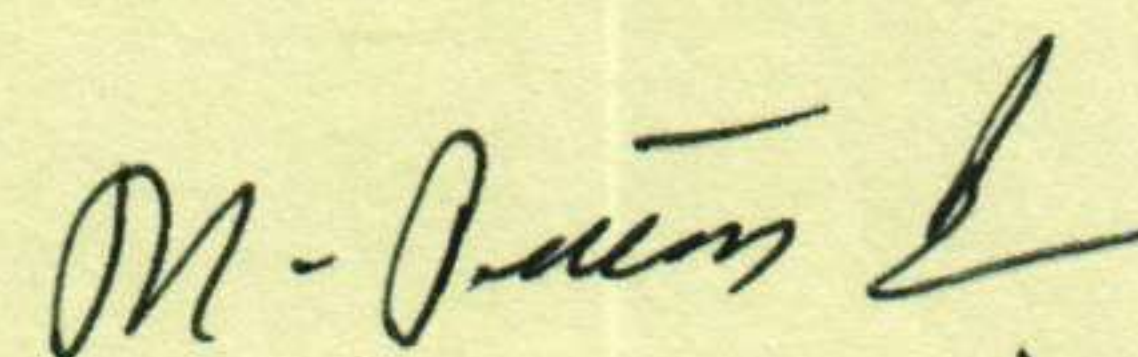
2. DR. REDDY'S would pay a sum of Rs. 12.00 lakhs to BRAOU for the B.Sc. Programme out of which a lump sum of Rs.8.00 lakhs towards the development costs of the learning materials (Details as per ANNEXURE-II) will be paid within a week of entering into this agreement and balance amount of Rs. 4.00 lakhs will be paid in 2nd year (April 2003) towards development of Audio-visual learning material (Details as per ANNEXURE-III). BRAOU would meet the expenditure on printing, delivery mechanisms, and conduct of counselling sessions, laboratory training, evaluation and award of degrees from its own resources.
3. BRAOU will design, develop and deliver the appropriate educational training programme. DR. REDDY'S may render technical expertise available with DR. REDDY'S in formulating the curriculum.
4. The copy right of the learning materials rests with BRAOU and it will have the complete rights of the material to be used either independently or as inputs in other programmes offered by BRAOU. However, DR. REDDY'S will also have the right to use the material specifically developed for this course, for its internal educational purposes, but not for commercial purposes. BRAOU will not claim any intellectual property rights including patent rights of the innovations, formulations or formulas developed by DR. REDDY'S employees during the course of their study with BRAOU..

x 



5. Contact classes for the first year would be with the other students of the BSc course of BRAOU in Kakinada or any nearby centre. For the 2nd and 3rd years, classes would be common for the Chemistry papers with other students, however special classes would be organized exclusively for DR. REDDY'S students for the subjects; Formulations and Pharmaceutical Chemistry. All the arrangements for the theory and practical classes (venue, faculty, reading material, consumables for practical etc.) would be made by BRAOU.
6. BRAOU will have the right to offer this programme to other learners who are not employed in DR. REDDY'S.
7. BRAOU would constitute a "Programme Monitoring Committee" consisting of five (5) members of whom two (2) members will be nominated by DR. REDDY'S and three (3) members will be nominated by the Vice-Chancellor with the Head, Department of Chemistry of the University as the Convenor.
8. This agreement will be initially valid for one batch of students admitted as per Clause 1.
9. In the event of termination of this agreement with mutual consent the students already admitted shall be enabled to complete their programme of study and appear for relevant examination.
10. Any modifications and alterations required in future in this agreement will be mutually discussed and agreed upon in writing.

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11. All disputes between the parties shall be subject to the exclusive jurisdiction of the Courts in Hyderabad only and not to any other court or tribunal or any other forum.

IN WITNESS WHEREOF of both parties have affixed their respective signatures on day, month and year first above written.

For Dr. B. R. Ambedkar Open University

M. Anand S.

Registrar

[Signature]
Witness:

Prof. G. R. Gunderavathi, DR BRAOU,
(Name & signature)

For Dr. Reddy's Laboratories Limited

x *[Signature]*
Satish Reddy

Managing Director & COO


[Signature]
Witness:

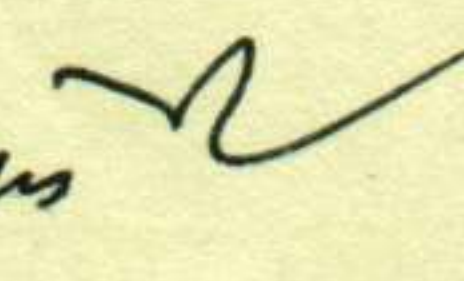
(S. HARI SANKAR)
(Name & signature)

ANNEXURE-I

Course and Fees Structure

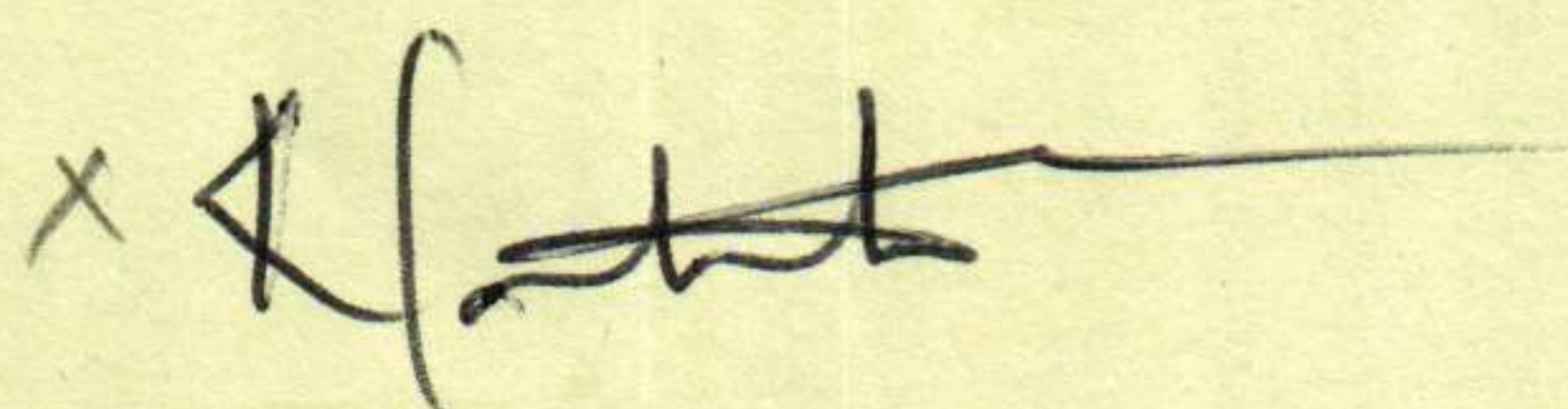
S. No.	Subject	No of Papers		No of Contact Hours	Fees* (Not More than) Rs.
		Theory	Practical		
Year I					
1	English	1	0	24 hours spread over 12 sundays	1200
2	Second Language	1	0		
3	Foundation Course in Science and Technology	1	0		
4	Foundation Course in Social Sciences Theory	1	0		
Year II					
1	Chemistry	2	2	108 hrs for theory (36 hrs/subject) spread over 18 Sundays, 216 hrs (72/subject) for practical spread over 24 Sundays	5500
2	Pharmaceutical Chemistry	2	2		
3	Formulations	2	2		

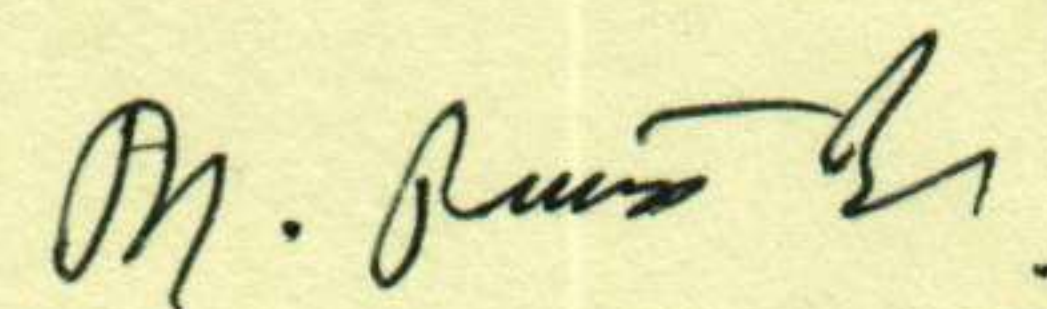
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Year III					
1	Chemistry	2	2	108 hrs for theory (36 hrs/subject) spread over 18 Sundays, 216 hrs (72/subject) for practical spread over 24 Sundays	5500
2	Pharmaceutical Chemistry	2	2		
3	Formulations	2	2		

* Including Examination Fees

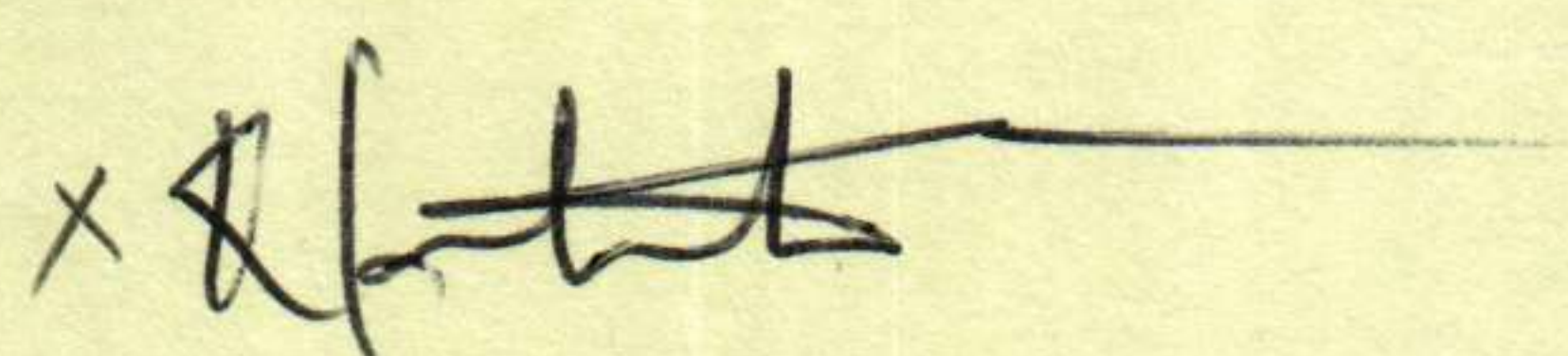
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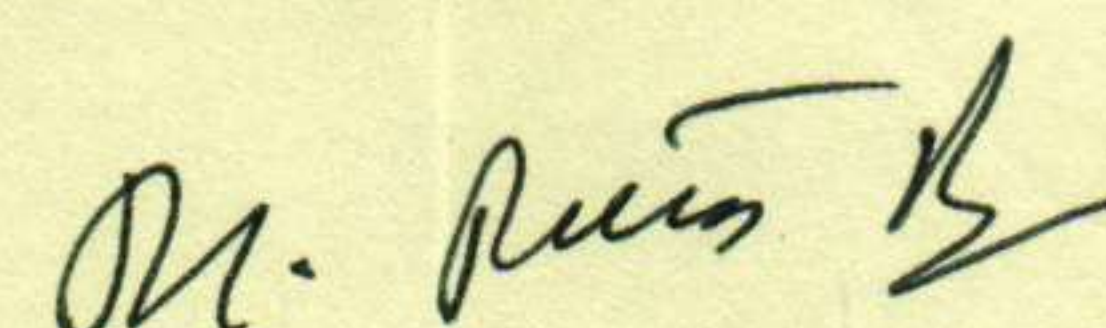
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ANNEXURE-II

(Details of expenses paid for the first part of the payment)

S No.	Head	Amount (Rs)
1	8 theory courses consisting of 25 units each with @ 1000 honorarium for each course (200 units X 1000)	2,00,000
2	8 Practical record cum lab manuals consisting of 20 units each with honorarium of Rs 1000 for each unit (160 units X Rs 1000)	1,60,000
3	Editorial charges for course @ 10000 for editing 8 theory and 8 practical courses	1,60,000
4	Language editing format editing @ Rs. 5000 for 8 theory and 8 practical courses	80,000
5	Graphics, Art work @ Rs. 5000 for 8 theory and 8 practical courses	80,000
6	Preparation of ready to print camera ready copy DTP work, proof reading etc. @ Rs. 30 per page of 350 pages of a theory course and 150 pages of practical course (500 pages X 8 courses)	1,20,000
	Total	8,00,000

x 



ANNEXURE-III

(Details of payment to be paid as second part)

S.No.	Head	Amount (Rs.)
1	Two radio, two audio, two video lessons for each course of 8 theory and 8 practical courses (32 radio, 32 audio, 32 video @ Rs. 500 x 64 + Rs. 2500 X 32)	1,12,000
2	Consultant to be appointed with an honorarium of Rs.10,000/- per month for 2 years	Rs.2,40,000
3	Expert Committee Meetings for curriculum development and Programme design.	Rs.8,000
4	Course Team Meetings, review meetings and editorial Meetings	Rs. 40,000
	Total	4,00,000

[Handwritten signature]

M. P. [Handwritten signature]