

Thrissur - 680 009, Kerala

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding entered into existence on 02 November 2021 between

The Department of Zoology, Vimala College, Thrissur, (hereinafter also referred to as "the first party")

Kerala Forests Research Institute, Peechi, Thrissur, 680 653 (hereinafter also referred to as "the second party" or "the KFRI")

It is hereby agreed between the parties as follows:

- 1. This Memorandum of Understanding ("MoU') is a non-exclusive agreement for collaboration between the first party and the second party (hereinafter also referred to as "both parties".
- 2. This MoU is valid for a period of 1 (ONE) year from the date of this document and may be extended further on mutual consent.
- 3. For the services rendered by the second party to the first, charges or fees, wherever applicable, shall be paid to the KFRI prior to the second party undertaking the activity.
- 4. Both parties will designate a contact person from each side who will be the primary point of contact on behalf of that party, the contact details of each of whom will be provided in writing to both parties.
- 5. This MoU will be renewed automatically if a party does not give one-month termination notice period. The MoU can be terminated with a minimum of 30 (THIRTY) days' prior notice in writing from either party. Such notification shall state the effective date of termination or final performance and/or payment include any and cancellation instructions/requirements. Termination of this MoU shall be without prejudice to continue validity of any agreement entered subsequent in time by the parties herein to this MoU unless otherwise expressly stated in the termination notice.





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- 6. The Kerala Forest Research Institute (KFRI) agrees to offer support and training based on its areas of operation and competency - including and not restricted to the following areas: soil science, forest genetics and biotechnology, forest ecology and biodiversity conservation, forest entomology, forest pathology, wildlife biology, forest statistics, GIS and remote sensing, works related with invasive species - the training work of which shall be planned so as not to affect to the operational activities of organization.
- 7. The Kerala Forest Research Institute (KFRI)agrees to send representatives with necessary expertise as visiting faculty to the first party as and when required, with dates, duration and remuneration (where applicable) for such visits agreed upon in advance by mutual consent, subject to the work such persons have at the KFRI.
- 8. The second party agrees to provide the information about opportunity and enhance employability in connection with the MSc program(regular and self-financing), and B.Sc Zoology Programme (Semester 5 core course, Biotechnology, Microbiology and Immunology and Semester 4 core course, Biotechnology and Microbiology) by guiding and familiarizing. them about lab equipment's, visits to the facilities of the KFRI and to its collaborators, also support and train the students of the first party, subject to confidentiality clauses, and intellectual property protection.
- 9. Both parties acknowledge that they may gain access to or come in possession of confidential information relating the other party in the course of performance of obligations pursuant to this MoU and that each such party who is in possession of the confidential information of the other party shall maintain the same in strict confidence and accord to it such levels of protection not less onerous that the 'generally accepted industry standards' for the same in the biotechnology industry. The parties herein undertake not to use such confidential information except for the express purpose of obligation in the context of which the same has been shares or in the course of the performance of which the other party has gained access to it.



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Upon termination of this MoU, all such confidential information shall be returned to the party to whom it relates to or under instructions destroyed. Any retained confidential information shall continue to be bound by these confidentiality obligations irrespective of termination of this MoU. For the purposes of this MoU, confidential information shall include without limitation any information shared by parties herein whether tangible or otherwise, stored in digital format or otherwise, copies thereof, derivatives thereof and would include information in the nature of commercial, financial, scientific, statistical, employee, personal data/information, design, technical know-how, IPRs, projects, research, products, information that either party or individuals or entities under its respective control are working on projects, research, product.

- 10. If the MoU is terminated steps shall be taken to ensure that the termination does not affect any prior obligations, projects or activities already in progress.
- 11. The various clauses of this memorandum may be amended, modified or repealed only upon mutual agreement.
- 12. Both parties shall not during the pendency of this agreement, directly or indirectly solicit or offer employment or engagement to any personnel of the other party without the prior consent of the other party.





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Read, Understood and Consented:

IN WITNESS WHEREOF the undersigned, duly appointed representatives of Kerala Forest Research Institute (KFRI) and Vimala College Thrissur, respectively, have on behalf of the Parties signed the present Memorandum of Understanding on 02 November 2021

For the first party:

M.

For the second party:

Signature:

Signature:

Name:

Name:

Dr. Syam Viswanath
Director
KSCSTE - Kerala Forest Research Institute
Peochi - 680 653, Thrissur, Kerala

PRINCIPALIN - CHARGE VIMALA COLLEGE (AUTONOMOUS) THRISGUR - 680 009

Witnesses:

Dr. HONEY SEBASTIAN

1.

HOD Department of Zoology Vimala College (Autonomous) Thrissur - 680 009

Kerala

2.

Dr. T. V. Sajeev

Registrar

KSCSTE - Kerala Forest Research Institute Peechi - 680 653, Thrissur, Kerala

