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BV 870419

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding entered into existence on 5th December 2019
between

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

and

Marian Centre for Advanced Research, St. Mary's College, Thrissur, Kerala 680 020
(hereinafter also referred to as "the second party" or "the MCAR")

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 Marian Centre for Advanced Research (MCAR) prior to the second party undertaking the activity.

No: 130695 VALUE Rs: 50

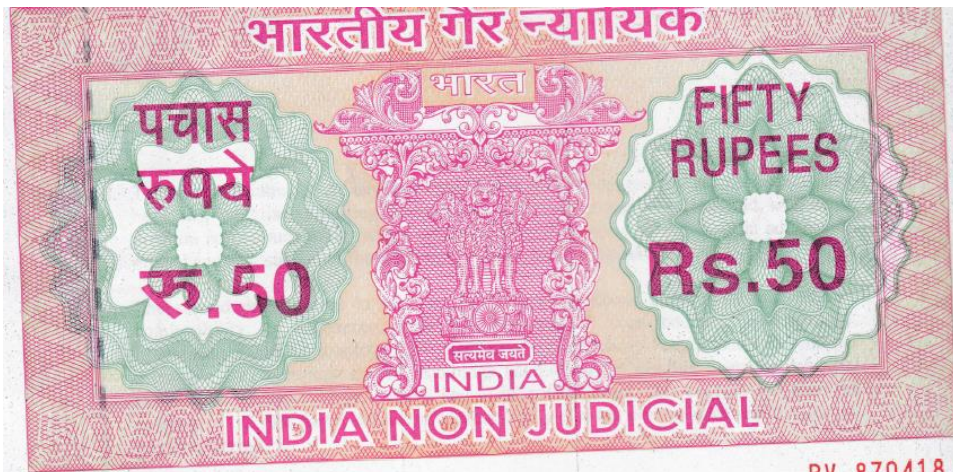
Principal

Vimala College

C. I. VARGHESE
VENDOR No: 31
THRISSUR

7 DEC 2019





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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 cancellation and include any final performance and/or payment invoicing 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.
6. The Marian Centre for Advanced Research (MCAR) agrees to offer support and training based on its areas of operation and competency – including and not restricted to the following areas: basic microbiology, life science laboratory and industrial techniques, industrial microbiology, environmental biotechnology, career and skills training, bio-entrepreneurship, entrepreneurship – the training work of which shall be planned so as not to affect to the operational activities of organization.
7. Second party agrees to offer scholarships for selected students from the Department of Zoology, Vimala College, Thrissur for conducting their academic research projects in their facilities. The selection and screening of candidates will be the responsibility of second party. However, scholarships are not mandatory.

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8. The Marian Centre for Advanced Research (MCAR) 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 MCAR.
9. The second party agrees to provide the information about opportunity and enhance employability in connection with the Semester 5 core course, Biotechnology, Microbiology and Immunology (ZOL5B07T) of B.Sc Zoology Programme and Semester 4 course , Biotechnology and Microbiology (ZOL4C10) by guiding them for industrial visits to the facilities of the MCAR and to its collaborators, also support and train the students of the first party, subject to confidentiality clauses, convenience and intellectual property protection.
10. 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 than 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 shared or in the course of the performance of which the other party has gained access to it.

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.

11. 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
12. The various clauses of this memorandum may be amended, modified or repealed only upon mutual agreement.

13. 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.

Read, Understood and Consented:

IN WITNESS WHEREOF the undersigned, duly appointed representatives of St. Mary's College, Thrissur, and Aristogene Biosciences Pvt. Ltd., Bangalore, respectively, have on behalf of the Parties signed the present Memorandum of Understanding on this 5th day of December 2019 (Two Thousand and Nineteen)

For the first party:

For the second party:

Signature:


**PRINCIPAL IN-CHARGE
VIMALA COLLEGE
(AUTONOMOUS)
THRISSUR - 680 009**

Signature:



**PRINCIPAL,
ST. MARY'S COLLEGE
THRISSUR - 20**

Name:

Name:

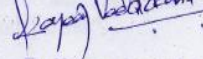


Witnesses:

1.  Dr. Honey Sebastian

**Dr. HONEY SEBASTIAN
HOD**

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

2. 
**Dr. Kayeen Vadakkan
Assistant Director
Marian Centre for
Advanced Research
St. Mary's College, Thrissur**

