

കേരളം കേരल KERALA

CW 883334

## MEMORANDUM OF UNDERSTANDING

'This memorandum of understanding entered into existence on 12 February 2021 between The Department of Biotechnology, St. Mary's College, Thrissur, Kerala, 680020 (herein after also referred to as "the first party")

and

Aristogene Biosciences, A-67(A), 1st cross, Rajajinagar industrial estate, Bangalore-560044 (herein after also referred to as "the second party" or "the Company")

It is hereby agreed between the parties as follows:

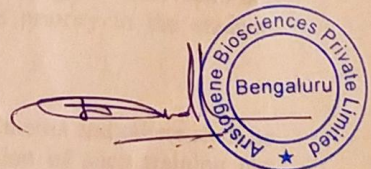
1. This Memorandum of Understanding ("MoU") is a non-exclusive agreement for collaboration between the first party and the second party (hereinafter also referred to as "both parties".
2. This MoU is valid for a period of **1 (One)** year from the date of this document, and may be extended further on mutual consent.

No. 33281 Value Rs: 100.00  
Sold to

Principal  
St Marys College  
Thrissur

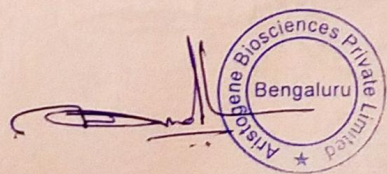
Mrs. JERTHRUDE  
VENDOR No. 36, THRISSUR

10.2.2021



3. For the services rendered by the second party to the first, charges or fees, wherever applicable, shall be paid to the Company 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 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 Company 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 the Company.
7. The Company 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 company.
8. The Company agrees to provide opportunity for industrial visits to the facilities of the company in Bangalore, and also support and training of the students of the first party, subject to confidentiality clauses, convenience and intellectual property protection.
9. The second party agrees to provide relevant information regarding job interviews and human resource development in the company and also give priority to the students underwent training there in the company.
10. The training work undertaken at the company for the students, interns and others shall be in batches of 3 to 5 persons at a time, with the total duration of such training not exceeding two months at a stretch during the given time.

*Magister*



11. The first party shall provide a platform for promoting products and activities of the second party at various programs held at or in association with St. Mary's College, Thrissur, whenever applicable and first party agrees to purchase a part of their teaching kits from second party for their practical experiments whereas second party agrees to give necessary guidance for conducting the practical in the form of protocols and advise.

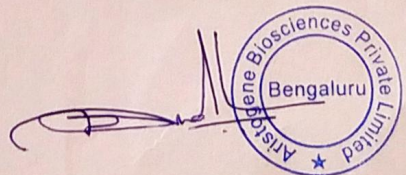
12. Both parties acknowledge that they may gain access to or come in possession of confidential information relating the other party in course of performance of obligations pursuant to this MoU and that each such party who is in possession of the confidential information of the other party shall maintain 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 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 knowhow, IPRs, projects, research, products, information that either party or individuals or entities under its respective control are working on projects, research, product.

13. 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

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

*Magnus*



15. 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 respectively, have on behalf of the Parties signed the present Memorandum of Understanding on this day the 12<sup>th</sup> day of February 2021.

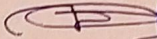
**For the first party:**

Signature: *Magie Jose*

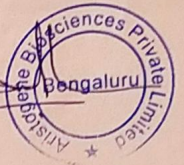
Name:

**Dr. Sr. MAGIE JOSE**  
PRINCIPAL  
ST. MARY'S COLLEGE  
THRISSUR-20

**For the second party:**

Signature: 

Name: *Sudha L*



Witnesses:

1. *Kayeen Vadakkath*  
*Dr. Kayeen Vadakkath*
2. *Punith M*  
*Punith M*

