



MEMORANDUM OF UNDERSTANDING
BETWEEN
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
AND
VATIO ENERGY INDIA PRIVATE LIMITED

Sathyabama Institute of Science & Technology, a Deemed to be University established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Shollinganallur, Chennai- 600 119, Tamil Nadu, represented by **Dr. T. Sasipraba, Vice Chancellor** and **VATIO Energy India Private Limited**, a private Limited Company incorporated under the laws of India and having its registered office at No.5, Chinni complex, Second floor, 118 Govindappa Naiken street, Chennai - 600001, Tamilnadu, India represented by **Er. G. Rajaganesan, Director- Technical operations**, recognizing the benefits to their respective institutions from the establishment of the partnership, concludes this Memorandum of Understanding (MoU).

PURPOSE OF MOU

1. The purpose of this MoU is to develop academic and research co-operation and to promote mutual understanding between **Sathyabama Institute of Science & Technology** and **VATIO Energy India Private Limited**.
2. The two Parties agree to develop the following collaborative activities in the areas of mutual interest.
 - i. Organizing Workshops, conferences and symposia
 - ii. Encouraging engineers from **VATIO Energy India Private Limited** to visit **Sathyabama** to deliver lectures.
 - iii. Participation of experts from **VATIO Energy India Private Limited** in curriculum revision and development.
 - iv. Industrial visits, Internships and In-plant training for the students by **VATIO Energy India Private Limited**.
 - v. Professional consultancy by the faculty to **VATIO Energy India Private Limited**.

- vi. Conduction of equipment testing by faculty & technicians at **VATIO Energy India Private Limited**.
- vii. Joint research programmes and field studies by faculty and people from **VATIO Energy India Private Limited**.
- viii. Visits of faculty to **VATIO Energy India Private Limited** for study and discussions or delivering lectures on subjects of mutual interest.
- ix. Visits of **VATIO Energy India Private Limited** executives and practicing engineers to the Institute for research work, discussions and delivery of lectures on industrial practices, trends and experiences.
- x. Collaborative degree programmes.
- xi. B.E./B.Tech. and M.Tech. Projects/dissertation work in **VATIO Energy India Private Limited** under joint guidance of the faculty and experts from **VATIO Energy India Private Limited**.
- xii. Short-term assignment to faculty members in industries.
- xiii. Professorial Chairs sponsored by **VATIO Energy India Private Limited** at the Institute.
- xiv. Initiative for sponsored R&D Laboratories to the Institute.
- xv. Scholarships/fellowships instituted by **VATIO Energy India Private Limited** at the Institute for students.
- xvi. Practical training of students in industries.
- xvii. Arrange the placement for deserving student at **VATIO Energy India Private Limited**.

TERMS AND CONDITIONS:

This Agreement will become effective upon the date of signature by both Parties. It shall remain valid for a period of 5 years from the date of the last signature, with the understanding that it may be modified by written mutual consent of both Parties.

This Agreement may be terminated by either Party with advance written notice of at least thirty (30) days. Upon notice of termination both **VATIO Energy India Private Limited** and **Sathyabama** agree to work in good faith to enable visiting scholars to complete their respective research programs unhindered by the termination.

The agreement maybe extended by mutual consent of the two Parties after the 5 years period, and it must be renewed in writing. This Memorandum of Understanding completed in English is hereby signed in two (2) copies with one (1) copy remaining in the possession of each institution.

All information exchanged between Parties in connection with this MoU or during discussions preceding this MoU and relating to this MoU or to any matter contemplated by this MoU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MoU.

AGREED:

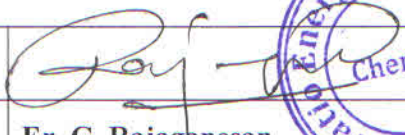
For

Sathyabama Institute of Science and Technology, Chennai.

Authorized Signatory	
Name	Dr. T. Sasipraba
Designation	Vice Chancellor
Email Address	vc@sathyabama.ac.in
Contact Mobile Number	9840133346



For VATIO Energy India Private Limited

Authorized Signatory	
Name	Er. G. Rajaganesan
Designation	Director – Technical Operations
Email Address	ganesh@vatioenergy.com
Contact Mobile Number	9566156789



MEMORANDUM OF UNDERSTANDING

Between



**Sathyabama Institute of Science and Technology,
Chennai - 600 119, Tamil Nadu, India.**

and



**Nature Science Foundation,
Coimbatore – 641 004, Tamil Nadu, India.**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between **Sathyabama Institute of Science and Technology** (hereinafter referred as “SIST”), with its registered address at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamil Nadu, India and **M/s. Nature Science Foundation**, (hereinafter referred as “NSF”), with its registered address at LIG-II, 2669, Gandhi Managar, Peelamedu, Coimbatore – 641 004, Tamil Nadu, India. SIST and NSF are referred to collectively, as “Parties” or individually as “Party.”

1. Purpose

The Parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the further research and development activities on nature protection and biodiversity conservation (hereafter, collectively referred to as the “Field”).

The purpose of this MOU is to define the areas for fundamental, academic research in which the Parties desire to work together in the future for their mutual benefit to foster a collaborative framework between SIST and NSF in the Field with a view to benefiting from each other’s initiatives and working procedures and to support collaboration among the researchers associated with both Parties.

2. Scope

This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments. If the Parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each Party’s contributions, deliverables, and budgets.

The parties collaborate, cooperate and interact to achieve the following scopes of this MOU.

1. The Parties intend to pursue collaboration on fundamental, academic research, conducting training programme and conference / seminars / workshops related to nature protection and biodiversity conservations.
2. Both parties exchange the technical expertise such as experimental procedures, instrumental knowledge and development of new protocols in the field of Arts, Science, Engineering and Technology including some areas in Engineering and Technology.
3. Both parties agree to exchange the expertise of their working staff under mutual convenience when requested by either Party. For example, NSF can request to utilize the expertise of SIST staff members for their technical events. However, exchange of faculties or staff members or scientist is to be done under mutual convenience of the Parties when such exchanges doesn't affect the normal functioning of the Parties. During Conferences, Seminars, Symposia and Workshops organized by either Party, above mentioned exchange of working staff may avail with mutual concerns.
4. Both Parties agree to utilize their Laboratory Instrument Facilities without any payments.
5. Both Parties agree to develop collaborative research projects for submitting to various funding agencies.
6. SIST can give venues like laboratories and seminar halls to NSF to conduct Conferences, Seminars, Symposia and Workshops on mutual understandings.
7. SIST can conduct "NSF Annual Meet and Award Distribution Ceremony" and can start "International Eco Club Student Chapter" at SIST campus.
8. SIST can nominate one staff coordinator to start "International Eco Club Student Chapter" at SIST campus.
9. SIST can nominate one staff coordinator for NSF Advisory Board Committee to improve the activities of NSF in coming days.

10. SIST can undertake, if interested, "Eco Audit", "Green Campus Audit", "Energy Audit", "Soil & Water Audit", "Hygiene Audit and "Waste Management Audit" with special discount fees structure with NSF coinciding with the fees collected for 'International Eco Club Student Chapter'.

11. NSF could offer 'Value Added Three Credit Course' and 'Project Based Learning' to the students and 'Faculty Development Programme' to the faculty members of SIST on payment basis with mutual understandings.

3. Costs

Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate, the Parties may also seek funding for collaborations from other government and private agencies.

4. General Provisions

4.1. Treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements on a case-by-case basis.

4.2. Publication credits of any kind arising as a result of this MOU shall be shared by both the Parties. The corresponding authors of the publications would be the Party which has prepared the manuscript. The publications as a result of this MOU will be made under mutual concerns of the Parties while either Party is intimated verbally.

5. Confidentiality

The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Parties will enter into a written non-disclosure agreement.

6. Duration

This MOU shall be effective for a period of FIVE (5) years from the date of final signature. It may be modified or extended by mutual written agreement by the Parties. This MOU may be terminated by either party upon THREE (3) months advance written notice. In witness thereof, the parties hereto signed this agreement to be executed as on the day, month and the year indicated below

**For and Behalf of
Sathyabama Institute of Science and
Technology**



Signature

Dr. T. Sasipraba
Vice Chancellor
11.04.2022

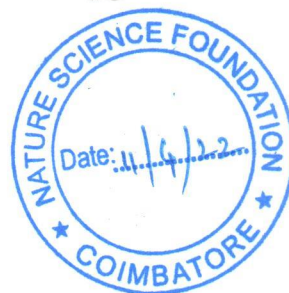


**For and Behalf of
Nature Science Foundation**

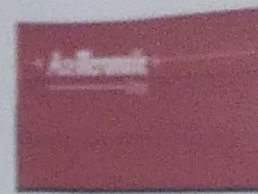


Signature

Dr. R. Sudhakaran
Board of Director
11.04.2022



Dr. R. SUDHAKARAN, Ph.D., MBA., FNSF,
Board of Directors
NATURE SCIENCE FOUNDATION
Gandhi Nagar, Peelamedu,
Coimbatore - 641 004, Tamil Nadu, India.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on the 01st day of April Two Thousand Twenty-Two (01/04/2022),

BETWEEN

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, a Deemed to be University established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu, India, represented by the **Vice Chancellor** (hereinafter referred as "SATHYABAMA", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators, and assigns).

AND

MICROMATIC MACHINE TOOLS PRIVATE LTD (*Corporate Identity Number U74899KA1987PTC105765*) a company within the meaning of Companies Act, 2013, having its registered office at No. 240/241, 11th Main, 3rd Phase, Peenya Industrial Area, Bangalore Karnataka, 560058 (hereinafter referred to as the "MMT", which expression shall unless it be repugnant to the subject, context or meaning thereof mean and include its successors and permitted assigns).

SCOPE & OBJECTIVES:

MICROMATIC MACHINE TOOLS PRIVATE LTD will

- Promote Academic and Industry interaction.
- Provide skill enhance training for students through vocational and manufacturing aligned training Programs.
- Assist in facilitating Shopfloor visits, understanding of new technology and emerging Markets.
- Assist in offering internships to the students of SATHYABAMA.
- Facilitate Guest Lectures and Industry Interaction by senior leadership team of the Company.
- Play an effective role in the ongoing Government initiative on "Skill Development Mission"



WHEREAS MMT is a premier professional society, devoted to the advancement of Manufacturing Sector, has agreed for this Mutual association.

Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting Machine Tool technology & Manufacturing Sector through skill enhancement of the Technical and Engineering students through industry specific practical training ensuring quality towards excellence in Industry.

DURATION AND TERMINATION OF MOU:

MOU shall be effective from the date of signing and shall remain in force for a period of Three Years (i.e.) 01st April 2022 to 31st Mar 2025.

In Case any of the Party intend to terminate the contract with in the stipulated time, it shall communicate the same to the other party one month in advance by written notice and shall meet all its obligations for the same.

CONFIDENTIALITY:

The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this MOU and, except as may be required in carrying out this MOU, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any bank examiner of the Custodian or any Sub-custodian, any Regulatory Authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by Applicable Law.

FORCE MAJEURE:

MMT shall not be liable or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, (i) acts of God, acts (or omissions) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, risk of



kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, delays in transportation, or car shortages; or (ii) acts (or omissions). MMT shall notify First party in the event of any such delay. The Course Date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. MMT shall notify the FIRST PARTY, as soon as practicable, of the revised Course Date.

GENERAL PROVISIONS:

- Both the parties have full power and authority to enter into this MOU and take any action execute any documents required by the terms hereof and that this MOU is entered into has been duly and validly executed and delivered , and is a legal, valid and binding obligation of , enforceable in accordance with the terms hereof and that the executants of this MOU are duly empowered and authorized to execute this MOU and to perform all its obligations in accordance with the terms herein.
- This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
- Both the parties shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Government, authorities in INDIA and shall obtain all licenses, restrictions or other approvals if any required by laws in INDIA in connection with the services to be rendered hereunder.
- Neither Party may, without the prior written consent of the other Party, use the other Party's trademarks or trade names, or any other industrial property rights. This provision survives the expiration, or termination of this MoU.
- Any amendment to this Memorandum of Understanding, in order to be valid and binding shall be in writing and signed by authorized representatives of the Parties.
- In the event of any dispute, differences and/or claims arising out of this Memorandum of Understanding or as to the construction, meaning or effect hereof or as to the rights and liabilities of any the parties hereunder shall be settled by Arbitration to be held in Bangalore(non-exclusive). This will be in accordance with the provisions of the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred by any Party, to arbitration by a sole arbitrator to be appointed with mutual consent of both the parties. The arbitral award of all or a majority of the arbitrators shall be final and binding. The Parties agree to have their dispute resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.

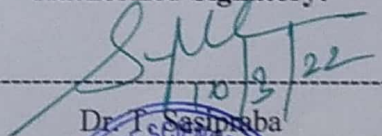


- The courts in Bangalore shall have the non-exclusive jurisdiction over any claim arising under this MoU subject to the dispute resolution mechanism stated hereinabove.
- The validity, interpretation and performance of this MoU are controlled by and are to be construed under the Laws of India.
- The parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to cause this Memorandum of Understanding to create an agency, partnership, or joint venture between the parties hereto. Nothing in this Memorandum of Understanding shall be interpreted or construed as creating or establishing the relationship of employer and employee or any employee or agent between the parties.
- Any notice to be given under this Memorandum of Understanding shall be deemed to have been duly given upon receipt when in writing and delivered in person, by facsimile transmission, by telex or by courier at the address for such delivery upon proof of such delivery as is specified in this regard by the Parties to this Memorandum of Understanding.
- The Memorandum of Understanding is non-exclusive in nature and both the parties have the right to conduct their respective business with others in similar lines of business.

IN WITNESS WHEREOF the authorized representatives of the parties hereto have signed this Memorandum of Understanding.

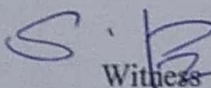
For **SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY**

Authorized Signatory:



Dr. P. Sashidhara
Vice Chancellor

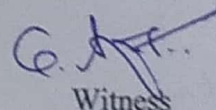
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY


Witness

Dr. S. Prakash

Professor and Dean,

School of Mechanical Engineering


Witness

Dr. G. Arunkumar

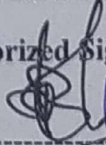
Professor and Head,

Department of Mechanical Engineering



For MICROMATIC MACHINE TOOLS PRIVATE LIMITED

Authorized Signatory:


Harish B
CEO



MICROMATIC MACHINE TOOLS PVT. LTD.

Witness

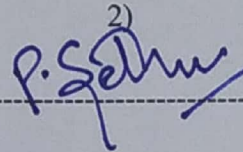
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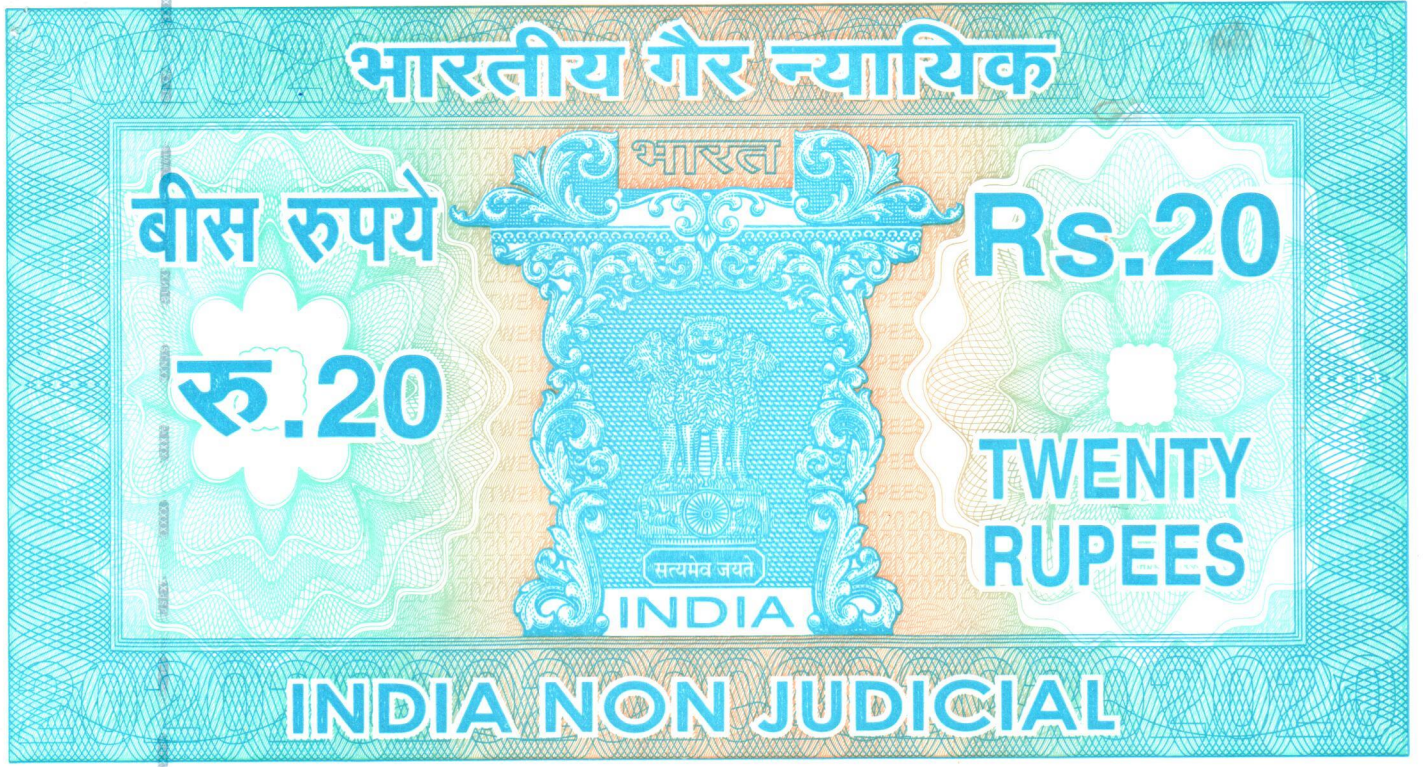


VIJAYA BHASKAR, Head TC

Witness

2)


P. S. Selvaraj .. National head-service.



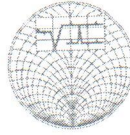
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VI MICROSY STEMS PVT LTD 2027
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VENDOR
No:1431/94,
No.2, Madley Road,
T.NAGAR, CHENNAI-17



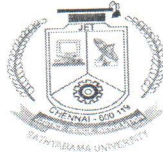
MEMORANDUM OF UNDERSTANDING

Between



Vi Microsystems Pvt. Ltd.,

and



Sathyabama Institute of Science and Technology (Deemed to be University)

This Memorandum of Understanding (MOU) is made on 28.03.2022 at Sathyabama Institute of Science and Technology (Deemed to be University) having its registered office at Rajiv Gandhi Road, Jeppiaar Nagar, Shollinganallur, Chennai-600119, Tamilnadu between Vi Microsystems Pvt. Ltd. having its registered and corporate office at Chennai, India (hereinafter referred as Vi) and established in the year 2012.

WHEREAS Vi is a business organization engaged in helping the world's leading product manufacturers to develop new products and enhance and sustain current products in hardware and software products for Internet of Things applications.

WHEREAS, **Sathyabama Institute of Science and Technology (Deemed to be University)** (hereinafter referred as "**Institute**") is engaged in conducting research and development in various Technological and Engineering areas having excellence in highly trained personnel, research and development facilities.

WHEREAS Vi and Institute are interested in entering into an MOU, to explore the development of technologies, improve capabilities of common interest and engage in research projects initially in, but not limited to, the areas of software and hardware systems.

1. **Term**

This MOU is valid for a term of 5 years, unless terminated earlier or extended by mutual agreement of parties at least 30 days prior to expiry.

2. **Purpose**

The purpose of this MOU is to establish a common platform between the Institute and Vi Microsystems Pvt. Ltd., which facilitates a) Establishment of Centre for Excellence and Development of Internet of Things product.

The parties hereto do jointly plan and execute activities for research and development of Internet of Things Kits with the technical know-how developed at Sathyabama Institute of Science and Technology and also for mutual development of the staff from both participating organizations.

A joint steering committee (JSC) would be set up to undertake and monitor the activities. The activities will be related to different departments and not restricted to any specific department.

Proposed Activities

2.1 Establishing the 'Centre of Excellence for Internet of Things Laboratory:

Vi will co-operate and take active part in establishing the '**Centre of Excellence for Internet of Things**' at the Institute premises. The Institute shall provide the technical know-how, Laboratory setup and work space and Vi the necessary resources: hardware, manufacturing infrastructure and R&D Engineers at frequent intervals for the effective set up and jointly running of the proposed center.

2.2 Projects:

Vi will recommend project work and provide guidance to the PG and UG students of the Institute in implementation. Vi would recruit some of the successful candidates from the completed projects, every year and the company's decision in the process would be final and binding on the Institute.

2.3 Sabbatical for the Institute's faculty:

The Institute may depute their faculty to the premises of Vi for a period of 4 to 12 weeks. The intent of the deputation is (a) for a better understanding of the academicians in running projects in a real (business) life scenario and (b) teaching the Vi employees on a few chosen subjects / topics.

3. Responsibilities of the Institute

The Institute will also arrange the following resources:

- A senior & experienced faculty to interact with Vi who would capture and communicate requirements of the R&D activity, create the calendar of activities, and execute and coordinate effectively between Vi and the Institute.
- Laboratory facility with relevant testing equipments for the R&D effort.
- Workspace for the R&D Engineer of Vi.
- Access to department library, E-Library and Publications.
- Faculty members to impart specific technical knowledge to Managers and associates of Vi.

4. Responsibilities of Vi Microsystems Pvt. Ltd.

Vi Microsystems will provide the following resources:

- A senior professional to co-ordinate for the success of this MOU.
- Provide all the hardware / manufacturing facility requirements for the R&D activity.
- Experienced project/technical managers to interact with students in the projects assigned by the company.
- Vi Microsystems agrees that institute can send some students to visit their plant in Chennai for a real time Project exposure and also for Project work for B.E, M.E. students in their Chennai Facility.

5. Miscellaneous

- 5.1 This Memorandum shall commence from the date of its signing and shall continue for a period of five years from the date thereof and be automatically renewed for successive period of one year, unless either party notifies in writing to the other party of its intention to terminate this MOU thirty days in advance.
- 5.2 The parties hereby agree that they shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party, as long as there is no violation of the confidentiality agreement.
- 5.3 The Parties may constitute a JSC to manage and execute the cooperative activities mentioned in this MOU.
- 5.4 Each Party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this MOU. When necessary and as mutually agreed, the parties may hold working meetings. One party shall notify the other party of any modification in writing in case of change in the assigned personnel.
- 5.5 All conditions, changes, erasures, amendments, waivers, etc in MOU or related to this MOU shall only be in writing, duly executed by both the parties.

5.6 This MOU sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution.

5.7 The parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU amicably. In case the differences or disputes are not settled amicably, then they shall be finally settled by arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Chennai in the state of Tamil Nadu.

5.8 The parties involved in projects shall adhere to policy of Vi regarding confidential information, non-disclosure of information and intellectual property right. This will be shared with the students and faculty before project starts.

5.9 Financial commitment if any shall be evaluated and mutually agreed to.

5.10 In view of smooth operation and timely completion of project, students shall follow Vi for project performance and management.

5.11 The Institute shall subject to the written consent of Vi assign contact person who will be a professor who will be responsible for project management of all projects assigned by Vi under this Agreement.

5.12 The Institute agrees and acknowledges that there is no restriction on Vi from hiring any students or any Institute's representatives.

5.13 Institute agrees to ensure that its students, faculties or any representatives shall not get in touch with the customer directly but shall liaison all the information required for executing the project through Vi.

6. Confidentiality

6.1 The Institute acknowledges that Confidential and Proprietary Information of Vi Microsystems is acquired by Vi at a great expense and with significant investment. Accordingly such Confidential and Proprietary Information possesses

intrinsic value for Vi and represents its valuable business asset. The Parties further acknowledge that unauthorized disclosure of Confidential and Proprietary Information of Vi will significantly diminish the value of the Confidential and Proprietary Information and cause substantial injury to Vi, its Confidential and Proprietary Information is the subject of such unauthorized disclosure.

6.2 In the premises aforesaid, the Institute agrees and undertakes to hold the Confidential and Proprietary Information of Vi in strict confidence and will ensure that the Confidential and Proprietary Information of Vi is not disclosed to any third person without the express written consent of Vi received prior to such disclosure.

6.3 The Institute agrees and undertakes that within its respective organization, Confidential and Proprietary Information of Vi will be shared with employees and students strictly on a "need-to-know" basis. The Institute further agrees to bind its employees and students to whom the Confidential and Proprietary Information of Vi is disclosed with Confidentiality Agreements.

6.4 It is specifically agreed that neither the Institute nor its employees, faculties, students or any of its representatives shall showcase or publicize the projects along with/without the customer details or use it as a case study in any conferences, classrooms or before any third party.

7. Intellectual Property Rights

The ownership in all new ideas, inventions, innovations or work product conceived and developed by students and employees of the Institute while doing the projects commissioned by Vi under this Agreement either independently or with joint efforts of Vi will be with Vi. It is agreed upon by the Institute that neither the Institute nor its employees, faculties, students or any of its

representatives will have any publication or broadcasting rights in respect of such projects without prior written approval of Vi Microsystems Pvt. Ltd. The Institute agrees that it shall have no ownership rights in the work products developed. In turn Vi will consider suitable financial benefits to the Institute by way of compensation to the Institute Faculty and Students involved in the work on a case by case basis, based on deliverables and can be discussed Project wise.

8. Other terms

i) Force Majeure:

Force Majeure shall mean any cause which is beyond the control of the party invoking force Majeure, including, but not limited to, and whether or not of the same class or kind as, the following: any law, decree, regulation, order of any government authority, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock-out or fire, flood, earthquake, storm, explosion, or acts of God. If either party is prevented from or delayed in carrying out any of this Agreement by reason of Force Majeure, the party whose performance is so prevented or delayed, upon prompt written notice thereof to the other party, shall be excused from such performance to the extent and during the period of such prevention or delay.

ii) Severability:

If any part, term or provision of this Agreement is held to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected. During the pendency of any arbitration, each party shall continue to perform its outstanding obligations pursuant to this Agreement.

iii) Independency of Parties:

Parties shall be treated as independent contractors and no relation of any agency, employer-employee or university – student shall subsist between the parties.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

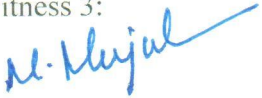
Witness 1:


Dr. N. M. Nandhita,
Professor & Dean
School of Electrical and Electronics

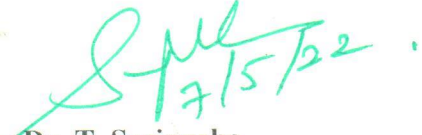
Witness 2:


Dr. P. Malliga
Associate Professor
Department of Physics
School of Science and Humanities

Witness 3:


Dr. M. Manjula
Assistant Professor
Department of Physics
School of Science and Humanities

For and on behalf of
Sathyabama Institute of Science and Technology


Dr. T. Sasipraba
Vice Chancellor
Sathyabama Institute of Science and Technology
Chennai – 600119
Date: 07.05.2022



Witness 1:


Mrs. Kokila Raghupathi
Product Promotion Engineer
Vi Microsystems

Witness 2:


Mr. Dhamodharan
Production Manager
Vi Microsystems

For and on behalf of
Vi Microsystems Pvt. Ltd.


Dr. Vijayarajeswaran
Managing Director
Vi Microsystems Pvt. Ltd.,
Chennai -60096
Date: 07.05.2022





தமிழ்நாடு தமில்நாடு TAMILNADU

10 MAR 2022

Sathyabama Institute of Science
and Technology
Chennai

CP 436417

G. VEERABATHRAN
Stamp Vendor

License No. 24/CH(S)2010 Dt. 30-3-2011
Old No. 23, New No. 31, Sarangapani Street
Sholinganallur, Chennai-600 119.
Cell: 98413 60176

Memorandum of Understanding

between

Bentoli Agrinutrition India Private Limited, Chennai – 600 084

and

Sathyabama Institute of Science and Technology, Chennai – 600 119

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 11th (Friday) day of the month of March in the year 2022 between Bentoli Agrinutrition India Private Limited, Chennai herein called First party on ONE PART and

Sathyabama Institute of Science and Technology, Chennai hereinafter called Second party on the OTHER PART (who for the purpose of this MoU are herein after collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of human resource development, aquatic environment, aquaculture and other identified areas of mutual interest.

WHEREAS the "First Party" is **Bentoli Agrinutrition India Private Limited** has been serving livestock and aquaculture sectors by manufacturing and selling products in the categories of feed processing, feed preservation, nutrition and health. Many of its products are based on chemical and microbial technologies. Its manufacturing facility is certified ISO 9001-2015, cGMP for Food Safety, FAMIQS, and its Quality Control laboratory is recognized by the Export Inspection Council. The company has demonstrated its deep commitment to Research & Development through its continued investments in people, equipment and processes in R&D for which it has recently been recognized by the Department of Science and Industrial Research.

AND

WHEREAS the "Second Party" is **Sathyabama Institute of Science and Technology (SIST)**, a Christian Minority Institution, formerly known as Sathyabama Engineering College was established in 1987 by Dr. Jeppiaar. It is a premier institute imparting knowledge in the areas of engineering, science, technology and education. The institution's progress and contribution to the field of technical education for over two decades resulted in granting Deemed University status on 16th July, 2001 and University status on 13th September, 2006 under section(3) of the UGC Act, 1956 by the Ministry of Human Resources Development, Government of India. The SIST has been awarded as Category "A" institute by Ministry of Human Resources Development (MHRD), Government of India and accredited by NAAC and also certified with DNV- GL ISO 9001 standard. Untiring efforts of faculty, students, management and positive academic ambience prevailed in the campus has led SIST to be ranked in 41th position by National Institutional Ranking Framework (NIRF 2019), Ministry of Human Resource Development, Government of India. SIST has been ranked as one among the top 50 Universities in NIRF for the 4 consecutive years. The SIST has a sprawling campus of 129 acres. The SIST offers 27 programmes at UG level and 41 programmes at PG level in all disciplines. The SIST has excellent infrastructure facilities including modern

laboratories, library with multimedia facilities, internet and other general amenities. The SIST is also having 14 research centres to carry out research and extension in the domains of Ocean Research, Remote Sensing And Geoinformatics, Nanoscience And Nanotechnology, Climate Change Studies, Earth And Atmospheric Sciences, Waste Management, Laboratory Animal Technology, Drug Discovery And Development, Space Technology, Robotics And Automation, Quality Assurance And Non Destructive Evaluation , Advanced Electronic Test Engineering (www.sathyabama.ac.in).

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects, workshops, training programmes requiring expertise and logistics from both the parties.

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of marine ecology and environment, aquaculture, larviculture, microalgal and live feed culture, aquatic disease diagnosis and health management, fish biology, aquatic feed management, microbiology and water quality management, collaborative workshops/trainings/seminars/conferences, and any other areas related directly or indirectly to the objectives of Centre for Ocean Research, Col. Dr. Jeppiaar Research Park, **Sathyabama Institute of Science and Technology** and **Bentoli Agrinutrition India Private Limited**. The terms of individual programs and activities shall be mutually discussed and agreed upon in writing by the parties prior to their initiation.

Article 1. Scope

- 1.1 Both the parties will mutually recognize the other party as an Institution for conducting collaborative research related to their requirement of the research students in accordance with both the PARTIES' rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mutually agreed domain within the approved disciplines/divisions.
- 1.3 Lab facilities available with the First party and the Second party will be made available to designated individuals of the other party. However, the costs of specific

consumables and other research materials will be borne by the respective institution to utilize them for their research.

- 1.4 There can be visits of personnel between the institutions for academic, research and training purposes. Special guest lectures by experts of one institution can be arranged for the personnel of the other institution as per the need of the respective institution. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

- 2.1 First party and Second party will be responsible to work out operational details of cooperation between the two organizations and ensure proper and effective implementation of this MoU.
- 2.2 The parties or their authorized representatives will meet at the beginning of the operation of this MoU and at least once in a year alternatively in the institutions of the First party and the Second party to review the activities carried out as proposed in this MoU. This meeting shall include presentation on the academic and research activities, which should be open to the students and scientists involved in these activities.

Article 3. Exchange of Information

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to jointly use, disclose, publish or disseminate such information for collaborative research purposes only.

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of personnel,

which violate principles of non-discrimination.

- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of personnel from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of both the parties.
- 4.4 Any research publications arising out collaborative projects will be jointly published based on the research contributions of both the parties
- 4.5 All questions related to this MoU arising during its term will be settled by the parties on mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution of dispute, if any.
- 4.6 All questions not foreseen, related to this MoU will be handled by the parties by mutual agreement.

Article 5. Intellectual Property Rights

- 5.1 Both the parties will be expected to ensure protection of the Intellectual Property Rights(IPR) generated or likely to be generated during the collaborative research work. Both the parties shall be the joint applicants for IPRs including the doctoral students and scientific staff involved in the research shall be included as the inventors. The Intellectual Property Management and Technology Transfer/ Commercialization as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose IPR management (application filing, publication, examination and the award) expenses and benefits sharing shall be mutually decided in each case.

Article 6. Entry into effect, modification and termination

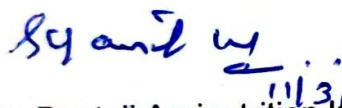
- 6.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended or terminated by mutual written agreement signed by both the parties.
- 6.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

6.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Signed by



For Bentoli Agrinutrition India Private
Limited
Chennai – 600115


For Sathyabama Institute of Science & Technology
Chennai – 600119

Date : 11/3/2022

Witnessed by

1. B. Shukla Rai.

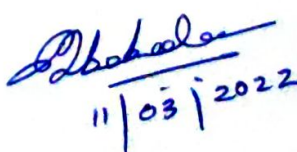
2. 

Date :

Date :

Witnessed by

1. 

2. 
11/03/2022

Date :

Memorandum of Understanding

Between

Department of Biotechnology and Department of Life Sciences,
Graphic Era (Deemed to be) University,
Bell Road, Clement Town, Dehradun- 248002, Uttarakhand, INDIA

And

Centre for Drug Discovery and Development,
Sathyabama Institute of Science and Technology
(Deemed to be University)
Jeppiaar Nagar, Rajiv Gandhi Road, Chennai - 600 119.
Tamil Nadu. INDIA

This memorandum of Understanding (MoU) is made and entered into this 10th Day March 2022 between the Department of Biotechnology and Department of Life Sciences, Graphic Era (Deemed to be) University, Dehradun and Centre for Drug Discovery and Development, Sathyabama Institute of Science and Technology (Deemed to be University), Chennai, shall be referred to collectively as “parties” and singularly as a “party” or the “party”.

Whereas,

The mission of the Graphic Era (Deemed to be) University, Dehradun is to promote learning in the true spirit. The University offers the knowledge and skills need to succeed as professionals, and the values and sensitivity needed to become responsible citizens of the world. The University will distinguish itself as a diverse, socially responsible learning community of high quality scholarship and academic rigor sustained by an effort that does justice.

Whereas,

Objective of Centre for Drug Discovery and Development (CDDD) is to discover new chemical entities (NCEs) from natural resources to fight against life threatening infectious diseases like TB and HIV and non infectious diseases like cancer, diabetes, etc. The objective is also to explore microbial resources for various high value metabolites

Now therefore, this document presents a general framework for such a future partnership, along with some specifically identified areas of consideration, which shall be updated from time to time.

Article 1: Participation and Coordination

The partnership shall initially be between the following:

- ✓ Graphic Era (Deemed to be) University, Dehradun
- ✓ Sathyabama Institute of Science and Technology (Deemed to be University), Chennai

Dr Anita Pandey, Professor shall be the Coordinator from Graphic Era Deemed to be University, Dehradun and Dr M Radhakrishnan, Scientist E shall be the Coordinator from Sathyabama Institute of Science and Technology (Deemed to be University), Chennai. The participants and coordination may change from time to time as decided by competent authority of the respective institutions.

Article 2: Types of Cooperation

The following have been identified as possible starting of the partnership. The areas of cooperation can be further increased by the mutual consent of the parties. In many cases specific programmes will require other agreements to be separately detailed out and documented, on case to case basis.

I. **Exchange of information and experience:** Representatives of both parties should arrange joint meetings at regular intervals (at least once in a year) to exchange experiences in education (inputs regarding syllabus of B.Sc., B. Tech and Masters degree courses in Graphic Era (Deemed to be) University, Dehradun) and also prepare proposals for joint projects.

II. **Faculty and student exchange programs:** The parties will examine the possibility of visiting faculty exchange at respective institutions under the roof of faculty exchange program. A student exchange for the purpose of training and availing laboratory and instrumentation facilities at respective institution will be the vital aim of this MoU.

III. **Cooperative research projects:** The parties may define joint collaborative research projects between faculty and/or research groups especially, but not limited, to explore microbial resources from the Himalayan environment for drug discovery and other applications. Collaborating faculty will approach various funding agencies to submit joint projects proposals. Details regarding funding, intellectual property and other aspects of joint research projects will be considered in separate written agreements on case to case basis.

IV. **Dissertation:** Availing instrumentation facility, project work, exchange of faculty, B. TECH/B.Sc/M.Sc./Ph.D. in the interdisciplinary area of mutual interest will be encouraged.

Article 3: Intellectual Property

Each party will adhere to the intellectual laws of our country and the regulations of the respective university. Any research projects for which intellectual property is likely to be created will require a separate, written agreement regarding intellectual property.

Article 4: Financing

The parties may work to develop a viable and sustainable model for the financing of this partnership. The two institutions may explore the development of a funding pool from various sources to carry out this partnership. They may not only try to arrange some funding from their own resources, but also approach the local governments, international funding agencies and industries. Special effort can be made to obtain funding from industry to support this collaboration. Funding from alumni may also be solicited for some of the programs.

Article 5: Equipment and other property

Equipment and other property obtained under this Memorandum of Understanding shall remain the property of the recipient institution.

Article 6: Publications of Results

As far as possible, results from collaborative research and community engagement projects shall be published with due acknowledgment to persons involved at both institutions.

Article 7: Validity

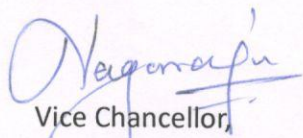
The arrangement is valid initially for a period of 3 years and becomes effective from date it is signed by the partners. The period may be extended by mutual consent. In case one party wishes to cancel the contract, it may be done so only by a prior intimation of at least six months.

Article 8:

The detailed MoU can be framed as and when required.

In witness whereof the undersigned, being authorized have signed this MoU in two copies in the English language, and the two texts being equally authentic.

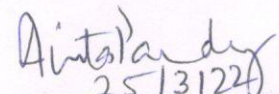
In witness whereof, the parties have executed this MoU on 10th March 2022 and represent that they approve, accept, and agree to terms contained herein.


Vice Chancellor,
Graphic Era (Deemed to be University),
Dehradun, Uttarakhand


Vice Chancellor
Sathyabama Institute of Science and
Technology (Deemed to be University),
Chennai

Dr.T.SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai- 600 119.

Witness:


Dr Anita Pandey
Professor, Department of Biotechnology

Graphic Era (Deemed to be University)


Dr Pallavi Singh
Head, Department of Biotechnology

Department of Biotechnology
Graphic Era (Deemed to be University)


Dr M. Radhakrishnan
Scientist E
Sathyabama Institute of Science and Technology (Deemed to be University),
Chennai



MEMORANDUM OF UNDERSTANDING

Between

METTU UNIVERSITY

Tel: 047-141-0537/0486

Fax: 047-141-4748

P. BOX: 318

Email: mettuuniversity@meu.edu.et

Website:- www.meu.edu.et

Mettu Town Administrative, Illu Ababor Zone, Oromia Region, Ethiopia

And

SATHYABAMA

INSTITUTE OF SCIENCE & TECHNOLOGY

Tel:- +4424502736

Fax:-+4424503814

Email:-internationalrelations@sathyabama.ac.in

Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai,

Tamilnadu 600119, India.

[Handwritten signature]



Mettu University (MeU), An Ethiopian government University established in 2011, located at Mettu Town, Ilu Aba Bor Zone, Oromia Regional State, Ethiopia, Represented by **Dr. Endegena Abebe, President** and **Sathyabama Institute of Science & Technology (SU)**, A Private University Established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu, India, represented by **Dr. T. Sasipraba, Vice Chancellor**, recognizing the benefits to their respective institutions from the establishment of international link, conclude this Memorandum of Understanding (MOU).

1. The purpose of this MOU is to develop academic and educational co-operation and to promote mutual understanding between the two parties.
2. The two Parties agree to develop the following collaborative activities in the areas of mutual interest.
 - i. Student & Staff Exchange
 - ii. Joint Research
 - iii. Technology Development
 - iv. Joint seminar & conference
 - v. Exchange of facilities and resources
 - vi. Joint Publication/Patents/Copy rights
3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed between faculties, departments, schools or institutes, which carry out the specific projects.
4. It is understood that the parties will support each other at their own costs for the collaborative activities stated in Clause 2.
5. Should the collaborative research activities under the MOU result in any potential for intellectual property; both the parties shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
6. This MOU may be amended or modified by a written agreement signed by the representatives of both parties.
7. This MOU is valid for a period of 5 years from the date of signing by both parties. This MOU shall be renewed after being reviewed and renegotiated by both parties.



8. This MOU may, at any time during its period of validity, be terminated by one of the party upon prior notice to the other in writing not later than six months before the termination date.
9. All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOU.

For **METTU UNIVERSITY,**
ETHIOPIA

Name: **Dr. Endegen Abebe**

Designation: **President**

Date: _____

Sign: _____

WITNESSES

Name: _____

Name: _____

Name: _____

For **SATHYABAMA INSTITUTE OF**
SCIENCE AND TECHNOLOGY, INDIA

Name: **Dr. T. Sasipraba**

Designation: **Vice Chancellor**

Date: 4/3/22

Sign: _____

Sign: _____

Sign: _____

Sign: _____

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**School of Pharmacy, Sathyabama Institute of Science and Technology,
Rajiv Gandhi salai, Semmancheri, Chennai – 600119, Tamilnadu, India**

AND

ICON LIFE SCIENCES,
a Company located at Sidco Industrial estate, Alathur, Chennai – 603 110, Tamilnadu, India

FOR

**ENTREPRENEURIAL SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT AND RELATED SERVICES**



தமிழ்நாடு தமில்நாடு TAMIL NADU 92AB 022531

18 JUN 2021

Sathyabama Institute of
Science and Technology

Chennai-600119

A. VALLIMANAVALAN (S.V)
06 / CH (S) / 2008 Dt. 19-11-2008
West Tambaram, Chennai - 45.
Cell: 9840386492

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MOU') is entered into on this the First DAY of Nov Two Thousand and Twenty one by and between

School of Pharmacy, Sathyabama Institute of Science and Technology, Rajiv Gandhi Salai, Semmancheri, Chennai – 600119, Tamilnadu, India, **THE FIRST PARTY** represented herein by its Dr.T.Sasipraba, Vice Chancellor

AND

Icon Life Science, a Company located at Sidco Industrial estate, Alathur, Chennai – 603 110, Tamilnadu, India, **THE SECOND PARTY** represented here in by its Mr. S. Arun Kumar, Partner.

PURPOSE OF MOU

In particular, this MOU is intended to

1. Enhance entrepreneurial mind sets among the students of Entrepreneurship Development certificate course under School of Pharmacy, Sathyabama Institute of Science and Technology, Rajiv Gandhi Salai, Semmancheri, Chennai – 600119, Tamilnadu, India.
2. Organize various workshops on Entrepreneurship Development
3. Conduct practical trainings on Entrepreneurship Development
4. Generate self-employment opportunities
5. Collaborative projects
6. Arrange the placement of trained students

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1

CO-OPERATION

- 1.1 Both parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the First Party.

Clause 2

SCOPE OF THE MOU

- 2.1 Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.
- 2.2 The Second Party will give valuable inputs to the First Party in teaching/training methodology so that the students fit into the industrial scenario meaningfully.
- 2.3 The interaction between Industry and College Centre will give an insight into the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its facility and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs/Workshops, etc. for the hands-on training of the learners enrolled with the First Party.
- 2.4 The Second Party will train the students of the First Party on the emerging technologies in order to bridge the gap in skill and make them ready for industry.
- 2.5 The Second Party will extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.6 The Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.

Clause 3

VALIDITY

3.1 The validity of the agreement is three years from the date of agreement.

3.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

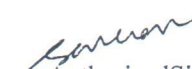
AGREED:

For School of Pharmacy, Sathyabama Institute of Science and Technology, Rajiv Gandhi Salai, Semmancheri, Chennai – 600 119, Tamil Nadu, India and For **ICON LIFE Sciences**, a Company located at Sidco Industrial estate, Alathur, Chennai – 603 110, Tamil Nadu, India.


Authorized Signatory

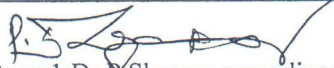
Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR

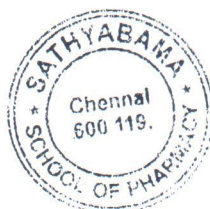
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai- 600 119.


Authorized Signatory

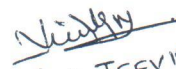
(S. ARUN KUMAR)

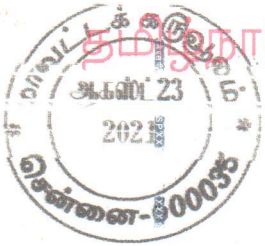
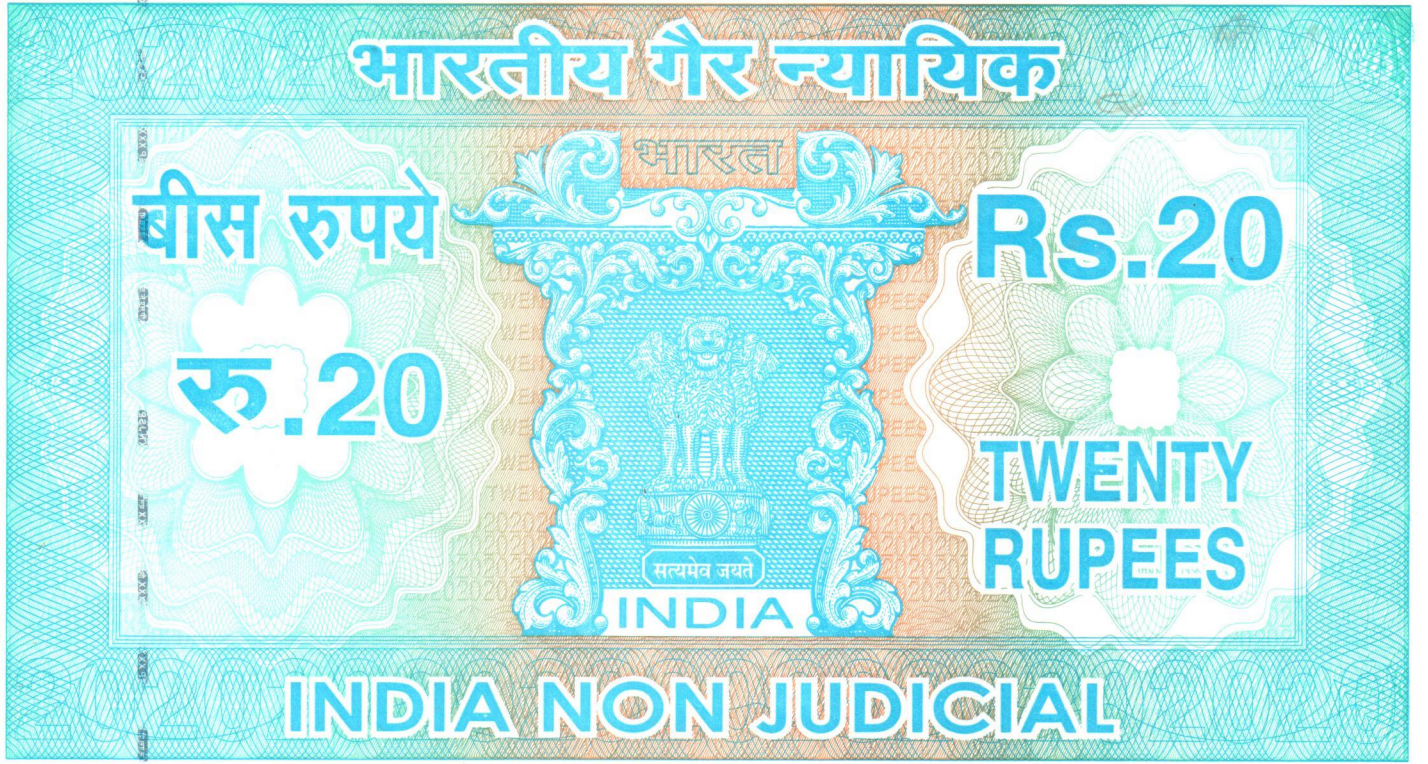
Sathyabama Institute of Science and Technology	ICON LIFE Sciences
Rajiv Gandhi Salai, Semmancheri, Chennai – 600119, Tamilnadu, India	Address: Sidco Industrial estate, Alathur, Chennai – 603110, Tamilnadu.
Contact Details: 09952923477	Contact Details: 09444451234
E-mail: dean.pharmacy@sathyabama.ac.in	E-mail: arun@iconlife.in
Web: https://www.sathyabama.ac.in	Web: https://iconlifesciences.in/


Witness1: Dr. D. Shanmugapandiyan
Dean
School of Pharmacy



Witness2:


(M. JEEVITHA)



தமிழ்நாடு TAMIL NADU

S. Suresh

97AB 652447
M. Saravanan
M. SARAVANAN

Stamp Vendor
License No. 2776/E-2/94
4/2, Padmanabhan Street
Kodambakkam, Chennai-600024.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)

Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai,
Tamil Nadu – 600 119, India

and

HUBERT ENVIRO CARE SYSTEMS P LTD
Thiru Vi Ka Industrial Estate, Guindy, Chennai, Tamil Nadu – 600 032



MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (MoU) is executed on this 16 day of Oct '21 at Chennai.

BETWEEN

M/S HUBERT ENVIRO CARE SYSTEMS PVT LTD, Ashok Nagar, Chennai 600083 represented by its **Director, Dr. Rajkumar Samuel** herein after referred to as **HECS**, having its **Registered office at A-21, III Phase, Thiru Vi Ka Industrial Estate, Guindy, Chennai 600 032, Incorporation Certificate No: U73100TN2004PTC055038]** (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the **ONE PART**.

AND

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, a Deemed University established under section 3 of UGC Act, 1956, and having its Registered office at Rajiv Gandhi Road, Jeppiaar Nagar, Shollinganallur, Chennai-600119, Tamil Nadu represented by its **Vice Chancellor, Dr. T. Sasipraba** herein after referred to as **SATHYABAMA** (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the **OTHER PART**.

WHEREAS HECS is willing to collaborate with **SATHYABAMA** on research and development activities (including joint research publications, joint project proposals, joint patent filing, and concession on sample characterization) and academic activities (including students internship training, final year student's project, industrial visit, guest lectures, conferences, workshops and seminars).

WHEREAS SATHYABAMA is willing to collaborate with **HECS** on research and development activities (including joint research publications, joint project proposals, joint patent filing).

NOW THIS MoU WITNESSETH AS FOLLOWS:

1. The possible research outcome of the collaboration between **SATHYABAMA** and **HECS** will be in the form of joint research publications, joint project proposal submission and joint patent filing by mutual consent.
2. The outcome of the collaboration in the academic activities will be in the form of internship training, industrial visits, student's final year projects and concessional rate for sample characterization at **HECS**.
3. Workshops, seminars, conferences and guest lectures will be conducted in association with **HECS** at **SATHYABAMA**.

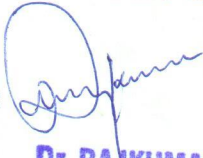
Tenure and Termination

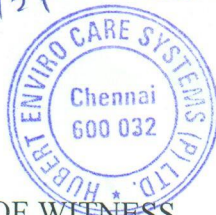
- a) This MoU will take effect from the date it is signed by the representatives of **HECS** and **SATHYABAMA**. It will remain valid until it is terminated as stated below.
- b) Either party may terminate the MoU by giving written notice to the other party, one month in advance. However both parties will ensure that all activities in progress are allowed to complete successfully.
- c) However if the initiatives suggested by **SATHYABAMA** are not in the interest or the core business of **HECS**, the **HECS** is at liberty to refuse/reject any of the initiatives suggested by **SATHYABAMA**, at any point of time without assigning any reasons.
- d) The MoU is duly signed in duplicate by representatives of both parties involved.



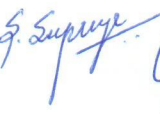
IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR RESPECTIVE HANDS ON THE DAY, DATE, PLACE MENTIONED ABOVE

For Hubert Enviro Care Systems (P) Ltd, Chennai

Signature : 
Name : **Dr. RAJKUMAR SAMUEL**
Designation : **Director Technical**
Date : 16/10/21



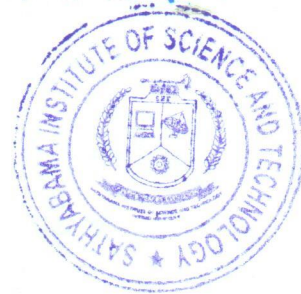
IN THE PRESENCE OF WITNESS

- 1)  [T. RANIITH]
HSCS
- 2)  (Dr. S. Supriya)
SIST

For Sathyabama Institute of Science and Technology, Chennai

Signature : 
Name : **Dr. T. Sasipraba**
Designation : **Vice Chancellor**
Date : 13/10/21

Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiy Gandhi Salai,
Chennai- 600 119.





Media and Entertainment Skills Council

New Delhi

and



Sathyabama Institute of Science and Technology

Chennai, Tamilnadu

16/08/2021 | Chennai | India

Memorandum of Understanding

This Agreement has been made and agreed upon between the parties mentioned below, signed on the **16/08/2021** by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

BETWEEN

Media and Entertainment Skills Council (MESC), a Sector Skill Council set up by National Skill Development Corporation (NSDC) working under aegis of Ministry of Skill Development & Entrepreneurship (MSDE) for the Skill development initiatives in Media and Entertainment Sector across the country, functioning from its head office **522-524, DLF Tower A, Jasola, New Delhi 110025** acting through Mr. Mohit Soni, Chief Executive Officer, Media and Entertainment Skills Council (herein after referred to as "MESC" which expression shall, unless repugnant to the context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the **FIRST PART**

AND

Sathyabama Institute of Science & Technology (SU), A Private University Established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Shollinganallur, Chennai, Tamil Nadu, India, represented by **Dr. T. Sasipraba, Vice Chancellor** (hereinafter called "SIST" which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **SECOND PART**

THIS AGREEMENT WITNESSED AND THE PARTIES HERETO AGREE TO AS FOLLOWS:

1. Objective:

- 1.1. To ensure effective deployment of the media & entertainment course – Augmented & Virtual Reality, for selected number of faculties
- 1.2. To train, nurture and develop league of Master Trainers and Trainers in the field of Immersive Media Technology.
- 1.3. To popularize, promote the faculties on the advantages of the technology/ platform by facilitating non-exclusive 2 seminars, 2 workshops and support with industry connect for their projects.
- 1.4. To organize meetings between channel partners and identified production houses from India and support in developing work relation environment.

2. Collaboration:

Sathyabama Institute of Science and Technology will be associated as an Academic Partner with MESC and collaborate with initiatives in South India.

The key areas of Academic collaborations will be as follows:

- Conduct Training the Trainer sessions for Faculty at the NextGen Lab
- AR VR Project based research support for Academic teams
- Participation in Industry Events and Skills Competitions
- Joint certification for trainers

3. Duration / Term of the MoA:

- a) MoA shall be valid for three (3) years from the date of its entering and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and Implementation of the MoA would be monitored on a bi-annual basis.

4. Changes / Amendment:

No change can be made to this MoA without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoA may be affected with the written agreement of all the parties to this MoA concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoA and be deemed to be part of this MoA.

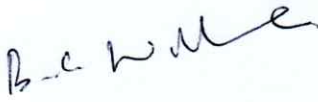
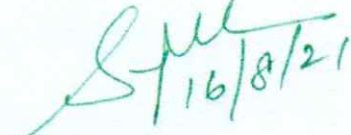
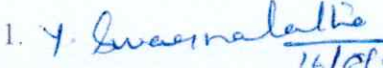
5. Termination:

The parties can terminate this MoA after serving 3 (three) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation Veto for more than the fees paid, including the amounts invoiced but not yet paid.

6. Force Majeure:

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoA for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on the 16/08/2021.

Media & Entertainment Skills Council	Sathyabama Institute of Science and Technology
 Jainaressh Head South Region Media and Entertainment Skills Council, New Delhi	 Dr. T. Sasipraba Vice Chancellor Sathyabama Institute of Science and Technology, Chennai
Witness: 1. 	Witness: 1.  Dean Higher studies 16/8/21
2. 	2.  16/08/2021

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding, dated as of 8th day of July, 2021 (the "Memorandum") is entered into

BETWEEN

Samsung R&D Institute India-Bangalore Private Limited ("SRI-B") having its registered office at 2870, Phoenix Building, Bagmane Constellation Business Park, Outer Ring Road, Doddanekundi Circle, Marathahalli Post, Bangalore – 560 037 of the ONE PART.

AND

Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai, Tamil Nadu 600119 (hereinafter referred to as "Sathyabama Institute of Science and Technology") of the OTHER PART.

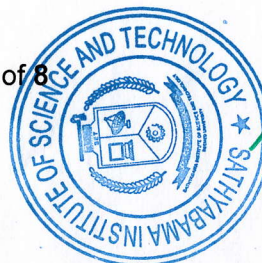
Whereas:

- a) SRI-B is engaged in the development of software and applications for cellular phones, tablets, laptops, computers and other information technology and telecom products;
- b) Sathyabama Institute of Science and Technology is one of the reputed University in the State of Tamil Nadu.
- c) SRI-B and Sathyabama Institute of Science and Technology desire to collaborate with each other in the technology areas of mutual interest and pursue industrial /application oriented research and engineering development activity.
- d) To record this arrangement, the parties are entering into this Memorandum.

The parties therefore agree as follows:

1. Definitions

- 1.1 "Claim(s)" means all third-party claims, actions, demands, proceedings, damages, costs (including attorney's fees) and liabilities of any kind;
- 1.2 "Confidential Information" means all non-public information that each party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include (i) that was known to a party prior to the disclosure by the other party to it, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (iii) has been independently developed by receiving party without access to disclosing party's Confidential Information or (iv) information that becomes publicly available through no fault of such party.
- 1.3 "Deliverables" means all Intellectual Property or other work product or material including software, report, design, programme, specification, documentation, manual developed by Sathyabama Institute of Science and Technology for SRI-B under this Memorandum.
- 1.4 "Intellectual Property" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: copyrights, trade secrets and service marks, patents, inventions, designs, mask works, "moral rights", and publicity rights."



- 1.5 "Open Source Software" means publicly available and accessible software which can be used, modified and further developed by everybody in compliance with the relevant publicly available underlying licence terms and conditions.
- 1.6 "Personal Information" means any information that relates a natural person, which either directly or indirectly, in combination with other information available or likely to be available with a party, is capable of identifying such person.
- 1.7 "R&D Work" means Research and Development work provided or otherwise performed by Sathyabama Institute of Science and Technology under this Memorandum.
- 1.8 "Sathyabama Institute of Science and Technology Intellectual Property" means Sathyabama Institute of Science and Technology's pre-existing or independently developed proprietary tools, process or Intellectual Property.

2. Objective of Memorandum:

The parties agree to strive to achieve the following objectives:

- 2.1 To collaborate for promotion of research and education as part of industry-academia partnership.
- 2.2 To provide practical research and development topics to the students/researchers of Sathyabama Institute of Science and Technology to enable them to take up studies/research projects which are relevant to industry.

3. No Monetary Consideration

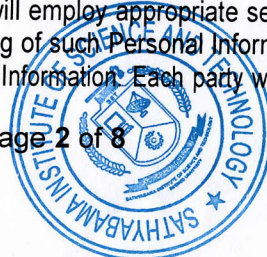
Either party is not obligated to pay any monetary consideration to the other party for performing its obligations under the Memorandum.

4. Scope of Memorandum:

- 4.1 The detailed scope of this Memorandum is as described under **Exhibit-A** annexed to this Memorandum.
- 4.2 Sathyabama Institute of Science and Technology will carry out all the R&D Work to be carried out at the premises of the Sathyabama Institute of Science and Technology by utilizing Sathyabama Institute of Science and Technology's resources and infrastructure facilities.
- 4.3 SRI-B, if required, will provide necessary technical guidance/training to the students and faculty of the Sathyabama Institute of Science and Technology in relation to R&D Work.
- 4.4 Faculty of the Sathyabama Institute of Science and Technology needs to guide students of the University as part of R&D Work.

5. Confidentiality:

- 5.1 At all times during the term of the Memorandum and for five years thereafter each party will hold in strictest confidence and will not use or disclose to any third party, any Confidential Information of other party disclosed under this Memorandum.
- 5.2 Each Party may use or process Personal Information provided by a party to the other party for the purposes relating to the Memorandum. Each party will employ appropriate security measures designed to protect against unauthorized or unlawful processing of such Personal Information and against accidental loss or destruction of, or damage to, such Personal Information. Each party will act on the instructions of the other



Signature
8/8/21

party relating to such Personal Information and save as required by law or the order of competent court or tribunal.

6. Term and Termination

6.1 Term.

This Memorandum commences from the date mentioned in the introductory clause above and will continue for a period of 3 years. This term of this Memorandum may be extended or reduced by a written and signed amendment.

6.2 Termination for cause:

Either party may terminate this Memorandum on the other party's material breach of this Memorandum. The non-breaching party must give 30 days' written notice and the opportunity to cure its breach. Either party may immediately terminate this Memorandum on written notice of breach of Section 5 (Confidentiality) of this Memorandum.

6.3 Termination for Convenience

Either party may terminate this Memorandum, at any time without cause by providing 30 days' written notice.

6.4 Effect of termination.

Each party will return the Confidential Information and property of the other within 30 days of the effective date of termination of this Memorandum unless otherwise instructed.

7. Ownership and use of the parties' respective Intellectual Property

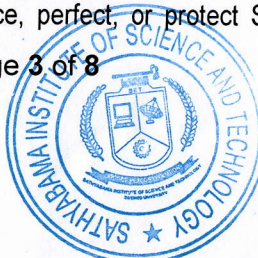
7.1 Ownership of pre-existing Intellectual Property: Each party will own and retain all rights to its pre-existing Intellectual Property and any Intellectual Property developed outside of the Scope under this Memorandum.

7.2 SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's use of non- SRI-B Intellectual Property: Sathyabama Institute of Science and Technology will obtain SRI-B's express written consent before using any Sathyabama Institute of Science and Technology's Intellectual Property or third party Intellectual Property while performing the R&D work.

7.3 Ownership of Deliverables:

(a). Ownership of Intellectual Property Rights in Deliverables. All Deliverables are "work made for hire" for SRI-B under the applicable copyright law subject to SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's retention of its rights in any SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY Intellectual Property as provided in this Section 7 (Ownership and use of parties respective Intellectual Property); To the extent any Deliverables do not qualify as work made for hire, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY assigns all right, title and interest in and to the Deliverables, including all Intellectual Property rights, to SRI-B. The SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY waives, and agrees not to assert, any moral rights that may exist in the Deliverables.

(b). SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's Assistance: SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY promptly discloses to SRI-B in writing, any inventions, works of authorship, improvements, developments or discoveries conceived, authored, made or reduced to practice by SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY either solely or in collaboration with others, in connection with performing the R&D Work. At SRI-B's request and expense, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will sign documents and take any other action reasonably necessary to evidence, perfect, or protect SRI-B's rights in the Deliverables.



8/7/21

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will cooperate with SRI-B in the filing and prosecution of any copyright, trademark or patent applications that SRI-B may choose to file on the

Deliverables or inventions and designs relating to the Deliverables. SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will not challenge or interfere with any SRI-B applications relating to the Deliverables or file any applications on its own behalf.

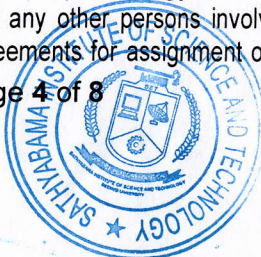
8. Rights and Obligations of the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

8.1 Rights of the Sathyabama Institute of Science and Technology:

- (a). The Sathyabama Institute of Science and Technology may publish, solely for the academic purpose, the results of its R&D Work under this Memorandum in accordance with the standard academic practice, subject always to prior explicit written consent of SRI-B. The Sathyabama Institute of Science and Technology shall submit to SRI-B in writing a copy of the proposed publication any employee or student intends to publish, at least sixty (60) days prior to the date of planned publication for the purpose of obtaining express prior written consent of SRI-B.
- (b). SRI-B may:
 - (i). Require from the Sathyabama Institute of Science and Technology to delay the proposed publication for a maximum of three (3) months after receipt of the request for written consent to publication, if, in SRI-B's reasonable opinion, that delay is necessary in order to seek patent or similar protection for the R&D Work and the results of R&D Work or any SRI-B's pre-existing intellectual property; or
 - (ii). Prevent the publication or request such modification to protect SRI-B's intellectual property rights, SRI-B's pre-existing intellectual property rights, confidential information or business interests; or
 - (iii). Request that the work proposed to be published is held on restricted access and not made publicly available, to the extent necessary for the protection of SRI-B's intellectual property rights, SRI-B's pre-existing intellectual property rights, confidential information or business interests.
- (c). SRI-B shall send the Sathyabama Institute of Science and Technology its written consent to the publication or any other decision within forty (40) calendar days after SRI-B has received details of the proposed publication.
- (d). Subject to what has been stated above in this Clause, in case of inventions or any other Intellectual Property created solely by the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY or jointly with SRI-B, out of or as a result of or in connection with the performance of the R&D Work, the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY shall have the right to be mentioned as an inventor in the patent applications or similar document filed by SRI-B. The percentage of contribution, names and the order of the inventors in the patent applications shall be decided by SRI-B which shall be binding on the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY. It is hereby clarified and agreed by the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY that the ownership of the Intellectual Property right underlying such patent application or similar document shall always lie with SRI-B.

8.2 Obligations of the Sathyabama Institute of Science and Technology:

- (a). The Sathyabama Institute of Science and Technology shall be responsible to enter with its students, employees, sub-contractors and any other persons involved in providing the R&D Work into written confidentiality agreements and agreements for assignment of Intellectual Property Rights arising



8/8/21

as a result of such R&D Work to the full extent permissible under applicable laws. In the event the assignment of the Intellectual Property Rights is not permissible under applicable law, The Sathyabama Institute of Science and Technology shall obtain by written agreement the respective user rights or other rights with the same or similar economic effect required for commercial use of the result of the R&D Work for the purposes of SRI-B and SRI-B's affiliates.

- (b). The Sathyabama Institute of Science and Technology is prohibited from including Open Source Software in any result of R&D Work. In the event that the provision of results of R&D Work require use of Open Source Software, the Sathyabama Institute of Science and Technology must fully specify and inform SRI-B in writing about all Open Source Software planned to be implemented into the results of R&D Work to be provided under this Memorandum, and obtain SRI-B's prior written approval. In the event SRI-B has approved the use of Open Source Software by the Sathyabama Institute of Science and Technology expressly in writing, the Sathyabama Institute of Science and Technology confirms that it has used, modified, and/or further developed Open Source Software in full compliance with the underlying Open Source software license terms and conditions.

9. Indemnification

Sathyabama Institute of Science and Technology will defend, indemnify and hold SRI-B and its successors, directors, officers, employees ("SRI-B Indemnified Party") harmless from and against all Claims to the extent that such Claims arise out of or relate to:

- (a). Sathyabama Institute of Science and Technology infringes any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or
- (b). Sathyabama Institute of Science and Technology's breach of obligation under Section 5 (Confidentiality)

10. Limitation of Liability

Neither party will be liable to the other for any indirect, consequential, special, exemplary or punitive damages including damages for loss of profits whether foreseeable or unforeseeable, arising out of this Memorandum regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise and even if the party has been advised of the possibility of those damages.

11. Binding Nature

The parties agree that all the clauses of this Memorandum including the Exhibit A attached hereto are intended to create a contractual relationship between the parties and shall be legally binding.

12. General

- 12.1 **Relationship.** The parties are independent contractors. This Memorandum does not create an exclusive relationship between the parties. Sathyabama Institute of Science and Technology's students, employees and subcontractors are not SRI-B's employees. Sathyabama Institute of Science and Technology will pay all salaries, taxes, insurance and benefits with respect to its personnel.
- 12.2 **Governing law and Arbitration.** The laws of India govern this Memorandum. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Memorandum promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Memorandum shall be decided by arbitration by a sole arbitrator (appointed by the



Signature
8/8/21

mutual consent of the parties) which shall be conducted, upon request by either party, in Bangalore, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Bangalore to obtain injunctive or other equitable relief at any time.

- 12.3 **No Waiver.** A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- 12.4 **Assignment.** Either party will not assign this Memorandum or any right or delegate any duty or obligation under this Memorandum by assignment or operation of law, without other party's prior written consent and such party will not unreasonably withhold such consent. A party will be deemed to have assigned this Memorandum if that party engages in a change or control transaction. This Memorandum will inure to the benefit of and bind all permitted successors, assigns of each party.
- 12.5 **Force Majeure.** Neither party will be liable for failure to perform any obligation under this Memorandum to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity). The party affected by the force majeure event will provide written notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.
- 12.6 **Severability.** If any court of competent jurisdiction determines that any provision of this Memorandum is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 12.7 **Entire Memorandum and amendment.** This Memorandum supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Memorandum. This Memorandum may be modified only by a written agreement signed duly authorized representative of both parties.
- 12.8 **Survival.** The provisions of this Memorandum, which, by their terms, require performance after the termination or expiration of this Memorandum or have application to events that may occur after the termination or expiration of this Memorandum, will survive the termination or expiration of this Memorandum. All indemnity obligations will be deemed to survive the termination or expiration of the Memorandum.
- 12.9 **Notices.** Notices may be provided either by electronic or physical mail or courier.
- 12.10 Neither party will issue any notice, press release, or similar statement relating to this Agreement, or use the other party's name in any form in any of its publications; including on social media, online platforms, conferences, or any form of marketing/sales/advertisement; without the prior written approval of the other party.
- 12.11 **Counterparts.** The parties will execute this Memorandum in two counterparts. Each counterpart will be deemed to be original and constitute one agreement binding on both parties.

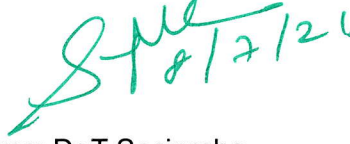


[Handwritten signature]
8/7/21.

Confidential

MoU with Educational Institutions

The parties hereby agree to the terms and conditions of this Agreement.

SAMSUNG R&D INDIA-BANGALORE PRIVATE LIMITED	Sathyabama Institute of Science and Technology, Chennai, Tamil Nadu
By 	By 
Name: Mr. Yoon Chang Kim	Name: Dr.T.Sasipraba
Title: CFO	Title: Vice Chancellor
Date: 08.07.21 19 AUG 2021	Date: 08.07.21

SRI-Bangalore
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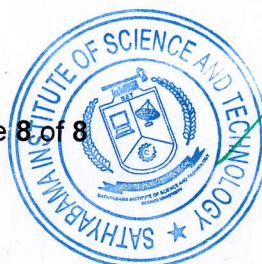
Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai – 600 119.

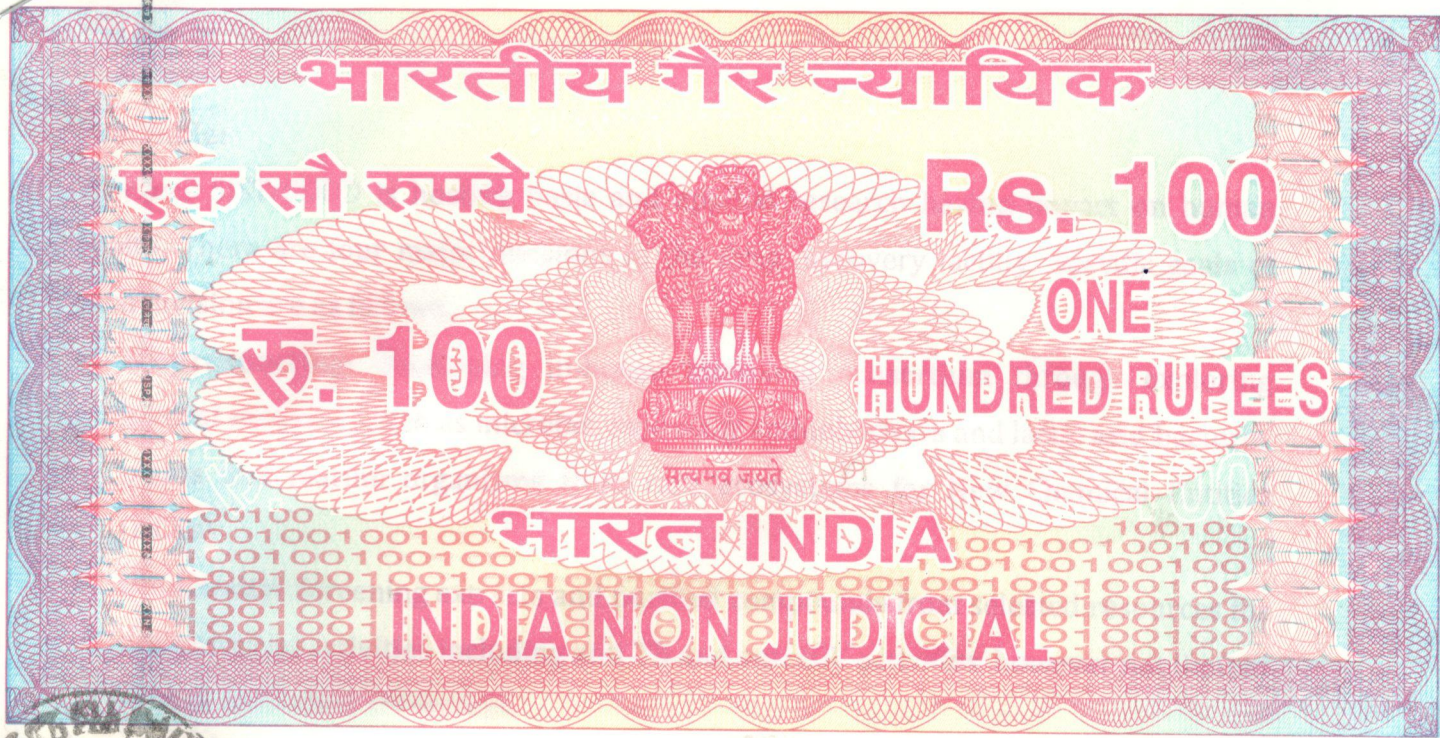
EXHIBIT - A
SCOPE

1. Technology Collaboration Areas:

Parties will jointly undertake research and collaboration activity in the Technology Collaboration Areas which includes the following:

- a) Artificial Intelligence
 - b) 5G/Communication
 - c) IOT
 - d) Multimedia
2. Parties mutually discuss and agree upon research and development work(s) in the Technology Collaboration Area. (R&D Work).
3. Parties mutually discuss and agree upon the key details of R&D Work document which may be called as "Work-let" that includes the following:
- a) Finalizing scope of R&D Work including its duration.
 - b) Duration of R&D Work and Project Milestones
 - c) Roles and Responsibilities of SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY and SR-B if any.
 - d) Deliverables and its timelines from SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
 - e) Details of Faculty who will mentor students who are part of R&D Work from the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
 - f) Details of Key Employee(s) of SRI-B who will coordinate and collaborate with SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY.





தமிழ்நாடு TAMILNADU

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KRUPAKAR PARTHASARATHY

Ch-91

10 JUL 2021

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S-S

S. SARASWAT

STAMP VENDOR

L.C. No: 9228/85 DT. 16-

ADWAR, CHENNAI - 600 0

Cell: 91766 50088

MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT,

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, CHENNAI, INDIA

AND

VIVAGENDX LABS (OPC) PRIVATE LIMITED, CHENNAI, INDIA

M.1.1 This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into force on the date of the last authorized signature below (the "Effective Date") between **CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY ("SIST CDDD")** situated at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai-600119, India represented by **Dr. Wilson Aruni, Pro-Vice Chancellor, AND VivagenDx Labs (OPC) Pvt. Ltd,** situated at No. 28 Venkateshwara Nagar, 100 feet bypass road Velachery, Chennai - 600042, Tamil Nadu, India, represented by **Dr V. Hari Balaji**; individually, the "Party" and collectively, the "Parties."

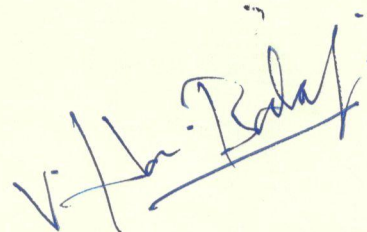
Preamble:

Whereas SIST-CDDD is hosting basic and applied research having impact on human health. There are four major divisions in the drug discovery facility. Specific goals of each division are as follows,

- **Bioprospecting:** developing in-house microbial consortium through exploring natural resources such as microbes especially actinobacteria and lactic acid bacteria, plants and marine organisms from rare ecosystems for New Chemical Entities (NCEs)
- **Bioactivity:** Screening extracts and purified compounds from selected resources for antimicrobial activities including anti TB and anti HIV activities however not limited to such individual screenings.
- **Medicinal Chemistry:** Purification, characterization and elucidation of the structure and novelty of the active compounds, to study the metabolites profile of natural extract libraries for dereplication and to synthesize their derivatives.
- **Proteomics and Genomics:** Exploration of microbial genomes and proteomic analysis to determine the taxonomic diversity by molecular analysis of their genomes.

SIST-CDDD has the expertise and facilities, including the sophisticated Common Instrumentation Facility and fully functional Animal house that facilitate advanced stages of research in applied and medical science.

Whereas, VivagenDx Labs (OPC) Private Limited is a Private (OPC) incorporated with Ministry of Corporate Affairs (MCA). VivagenDx Labs is a precision molecular diagnostics company focused on the discovery, development and commercialization of clinically differentiated, affordable diagnostic solutions for personalized medicine. In addition, VivagenDx provides molecular research and development services based on DNA, RNA and protein including novel assays, gene expression, genotyping etc. for human, animal, plant and microbial research. Core competencies and technology platforms include Genomics, Proteomics, Bioinformatics, Big data, Machine learning and Artificial Intelligence (AI)



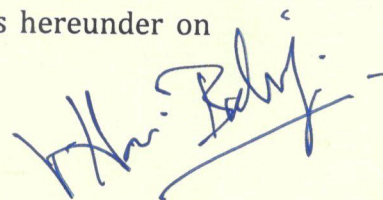
Scope of Work and Responsibilities:

Both parties agree to contribute relevant resources and strengths pursuant to their commitment and in furtherance of objectives of this MOU. The two Parties after considering their objectives and strengths have agreed to have an understanding for collaboration in the following areas of interest:

- Collaboration in the area of medical research with special reference to drug discovery and diagnostics.
- The above areas of research are not restricted but decided mutually based on the necessity and expertise utilization. The research areas will cover the scope and objectives of the parties and the parties can explore the possibilities of research in these areas.
- Submit collaborative proposals of mutual interest for execution in both the institutes as needed.
- Extending access to library and knowledge sharing facilities mutually for both students and faculties in both the institutions.
- Extending the instrumentation facility mutually for both researchers and faculty in both the institutions to carry out collaborative research.
- Organizing and participating in Joint Symposia / Conferences / Workshops / Short-term Refresher courses conducted by both the organizations;
- Exchange of faculty for guest lectures
- Publish papers and generate IPR benefitting both the Institutions
- There will be no financial commitment to either of the parties and expenses of any sort will be borne by the respective parties on mutual consensus.

Confidentiality and IPR-Protection

Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that have a need to know for purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of the work.



The obligations that are created under this MOU on either party as well as through subsequent relevant agreements on either party shall be duly discharged during the term of the MOU and agreement and after their expiry/termination.

Both Parties shall not file any application for seeking intellectual property rights (IPR) in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MOU. However, they can seek intellectual property rights on joint names of the parties as mutually agreed on a case by case basis.

Intellectual property generated during the activities under the MOU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative intellectual inputs made by the parties. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided and agreed mutually.

Publication

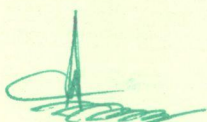
Publications, if any, in respect of the activity under this MOU shall be in the names of involved personnel from both the parties. In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by SIST-CDDD and VivagenDX Labs under this MOU between the Parties.

Duration

This Memorandum of Understanding shall be valid for a period of three (3) years from the Effective Date of the same and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon in writing.

Termination

Notwithstanding the duration above, this MOU may be terminated by either Party by giving three (3) months' notice in writing to the other party. Either of the parties shall honor within a mutually agreed period, the outstanding commitments, if any, as on the date of termination. This MOU may be terminated at UNIVERSITY for lack of funding appropriated by the State of Tamil Nadu legislature. This MOU is also subject to cancelation for conflicts of interest on the part of individuals negotiating agreements on behalf of the VivagenDx Labs (OPC) Private Limited.



Notices

All notices and other communications required to be served on SIST-CDDD under the terms and this MOU, shall be considered to be duly served, if the same is delivered at or posted by email or registered mail to the SIST-CDDD at its office at Sathyabama Institute of Science and Technology, Jeppiar Nagar, Chennai-600119. Similarly, any notice to be given to the UNIVERSITY shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the **VivagenDx Labs (OPC) Pvt. Ltd**, situated at No. 28 Venkateshwara Nagar, 100 feet bypass road Velachery, Chennai - 600042, Tamil Nadu, India.

Arbitration

In the event of a dispute or difference between the parties hereto, such differences should be resolved amicably by mutual consultation.

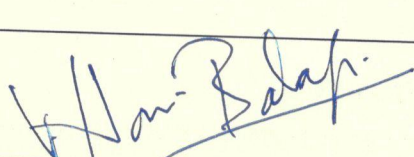
Modification

No modification to this MOU shall be binding unless made in writing and signed by both parties.

Force Majeure

Any of the Parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, acts of God or other causes beyond control of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this, the Memorandum of Understanding the date of the last signature below.

For and on behalf of Centre for Drug Discovery and Development (CDDD-SIST)	For and on behalf of VivagenDX Labs (OPC) Private Limited
	
Name: Dr. Wilson Aruni	Name: Dr V. Hari Balaji
Title: Pro Vice Chancellor	Title: Chief Executive Officer
Date: 12.07.2021	Date: 12.07.2021

Dr. A. WILSON ARUNI, Ph.D., FAMPV
PRO-VICE CHANCELLOR

SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.

