



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



PUBLIC RELATIONS SOCIETY OF INDIA
CHENNAI CHAPTER

**MEMEORANDUM OF UNDERSTANDING
BETWEEN
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
CHENNAI**

AND

**PUBLIC RELATIONS SOCIETY OF INDIA (PRSI), CHENNAI CHAPTER,
CHENNAI**

This Memorandum of Understanding (MOU) sets the terms and understanding between the **Sathyabama Institute of Science and Technology** –Deemed to be University of Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, INDIA (“**Deemed University**”) and the **PUBLIC RELATIONS SOCIETY OF INDIA (PRSI), CHENNAI CHAPTER, CHENNAI**, Tamil Nadu, India as an Industry connect throughout the academic year in exploring synergies between both entities in a mutually beneficial way, thereby enhancing the learning process of the aspiring talents. This MOU is entered into on the date of last signature below (“Effective date”) by and between the two parties mentioned above.

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY is one of South India's premier Academic and Research universities that offers multi-disciplinary academic programmes in various fields of Engineering, Science, Technology and Management. It is established under Sec.3 of UGC Act, 1956 and is been Accredited with ‘A’ Grade by the National Accreditation and Assessment council. The Institution has a team of dynamic and outstanding faculty, innovative pedagogical practices, state of the art infrastructure and world class research facilities.

Public Relations Society of India (PRSI), Chennai Chapter, Chennai, Tamil Nadu, India

Public Relations Society of India (PRSI), the national association of PR practitioners was established in 1958 to promote the recognition of public relations as a profession and to formulate and interpret to the public the objectives and the potentialities of public relations as a strategic management function. The society functioned as an informal body till 1966 when it was registered under the Indian Societies Act XXVI of 1961, with headquarters in Mumbai. The father-figure of professional PR practitioners in India, Kali H. Mody, was the founder President of PRSI from 1966 to 1969. Chapters were launched in Mumbai, Delhi, Chennai and Kolkata till 1969. The management of the Public Relations society of India is vested in the National Council, consisting of representatives elected by all the regional chapters. The members of the society are public relations practitioners from Multinationals, Govt., Public and Private sector, Academics and PR consultants.

PRSI Chennai Chapter

The PRSI Chennai Chapter, formed in 1968, has served as a forum for communicators of the major Tamilnadu-based corporate houses and PR practitioners. Our 100+ membership is largely drawn from Corporate Communicators of leading private and public sector business organisations, the Government sector, NGOs, PR Consultants, Advertising professionals and PR educationists. The Chapter has strong linkages with PRSI, the national body.



Reflecting corporate trends, PRSI Chennai has consciously subsumed the disciplines of Public Relations and Corporate Communications in its scope and focus. The Chennai Chapter has an ongoing tradition of successfully organising seminars, workshops, site visits and training programmes besides monthly meetings, collectively covering 360° communications. It has a strong industry-institution association and Communication students benefit immensely out of apprenticeships and the opportunity to learn from the practitioners.

Purpose

The objective of this engagement is to explore opportunities to collaborate with your Institution and the students, thereby providing them opportunities to apply their learning practically and gain experience through the exercise. The purpose of this MOU is to document, among others, the parties' intentions of collaborating with the University to deliver the Programs under the initiative of creating a space for the Training Programs, Internships and Eminent talks as mutually agreed. ("Purpose").

The above goals will be accomplished by undertaking activities that include but not limiting to Onsite and offsite content making projects, Intra and Inter college contests, media marketing exercises, Internships, Seminars, industrial visit, Workshops thereby creating a practical learning approach for the aspiring talents.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Scope of activities.

(a) Public Relations Society of India (PRSI), Chennai Chapter, Chennai will undertake the following activities:

- i. **Public Relations Society of India (PRSI), Chennai Chapter, Chennai** shall conduct Training Programs covered under the Institution's MoU.
- ii. Support with training Materials and certificate of participation to the internship training attendees;
- iii. Support University in delivering various Workshops on different subjects design various training programs for visual communication students and faculty members in the area of Public Relations, Advertisement, MARCOM, latest PR technology, content development and (Training Programs') and other topics as per **Public Relations Society of India (PRSI), Chennai Chapter, Chennai** current list of Training programs that is attached hereto

(b) University/College will undertake the following activities:

- (i) Provide the necessary infrastructure such as laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various training programmes as per the requirement of **Public Relations Society of India (PRSI), Chennai Chapter, Chennai**;
- (ii) In case of training or internship work: to allow / facilitate students to carry out project work as part of learning and hands on experience;
- (iii) Support **Public Relations Society of India (PRSI), Chennai Chapter, Chennai** to do promotion and marketing; and



2. **Non-exclusivity.** For the avoidance of doubt, the arrangement between the parties as described herein is on a non-exclusive basis and nothing herein precludes either party from entering into similar arrangements with other third parties or like partners.
3. **Confidentiality.** The parties agree to the following:
 - (a) By virtue of this MOU, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include all information clearly marked or identified as confidential and any other information which would reasonably be understood to be confidential.
 - (b) A party's Confidential Information shall not include information which (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of the MOU.
 - (c) The parties agree, both during the term of this MOU and for a period of one (5) years after termination of this MOU, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this MOU.
 - (d) If in order to fulfill the purposes of this MOU it is necessary for the party receiving Confidential Information to copy all or a portion of the Confidential Information of the disclosing party, the receiving party may do so for the said purposes and no other purpose.
 - (e) Upon termination of this MOU, whether by termination or otherwise, whichever is earlier, each party shall immediately return the Confidential Information of the other party or shall certify in writing signed by its authorized representative that the Confidential Information of the other party has been destroyed.
 - (f) The intellectual property belongs to the respective parties. Any unauthorized usage of any training material and or any intellectual property delivered as a part of training or training delivery, which is provided by **Public Relations Society of India (PRSI)**, Chennai Chapter, Chennai or its associates, or it's copying for self-use or use by any other related or un-related companies of Sathyabama is not allowed.
4. **No claims.** Except for the confidentiality obligations in Clause 4, no party shall make a claim against, or be liable or obligated to, the other party or its affiliates or agents for any damages or costs, including direct, indirect, special, incidental, consequential, or punitive damages, under any theory of law, including, without limitation, damages or costs for lost profits or business opportunity or injury to business reputation as a result of:
 - (a) The failure to fulfil any obligation, expectation or evaluation described in this MOU;
 - (b) Any act or omission by a given party hereunder; or
 - (c) Failure to enter into any other agreement.



SATHYABAMA

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PUBLIC RELATIONS SOCIETY OF INDIA

CHENNAI CHAPTER

5. **Funding.** There shall be no commitment of funds by both parties as part of this engagement. In case, if **Public Relations Society of India (PRSI)**, Chennai Chapter, Chennai conducting workshops, seminars with their own industrial experts can be paid based on the terms shall be as discussed and mutually agreed.
6. **Costs.** Each party shall bear all of its costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this MOU.
7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles, and the parties submit to the exclusive jurisdiction of the Indian Courts.
8. **Resolution of disputes.** If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by joint consultation between the parties in the spirit of mutual cooperation.
9. **Term.** The duration of this MOU shall be (5) years commencing from the Effective Date and is automatically renewed for the subsequent year unless the other Party is notified two months in advance.
10. **Period of validity.** This MOU is at-will and may be modified by mutual consent of authorized officials from the two partners. This MOU shall become effective upon signature by the authorized officials from both the partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from both the partners this MOU shall end on (end date of partnership). This contract is revocable and has duration of 5 years, from the date of signing by both the parties. After a period of 5 year, the extension of this contract shall be decided mutually and agreed and signed as a written agreement.
11. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing. However, any termination shall not hinder completion of current obligation of either parties. Standard Force majeure clause as applicable in India shall apply.

Reporting

Mr. SATYAN C BHATT, CHAIRMAN of PUBLIC RELATIONS SOCIETY OF INDIA (PRSI), CHENNAI CHAPTER, CHENNAI, will coordinate with Mr. N. RAJA, Assistant Professor, Dept of Visual communication, Sathyabama Institute of Science and Technology, Deemed University, Chennai with respect to periodic assessment of the engagement and create a monthly report for stakeholders' reference.



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IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

For **PUBLIC RELATIONS SOCIETY OF INDIA (PRSI), CHENNAI CHAPTER, CHENNAI**

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

Name: **Mr. SATYAN C BHATT**

Designation: **CHAIRMAN**

Date: *30. Dec. 2020*

Name: **Dr. T. SASIPRABA**

Designation: **VICE CHANCELLOR**

Date: *19/1/21*





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

M/s. Precision Machine & Auto Components (P) Ltd,
B 70 Sipcot Industrial Park,
4th Main Rd, Kevalur Village,
Irungattukottai, Chennai, Kancheepuram (District)

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY a Private Deemed to be University Established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu, India, herein after called as **SATHYABAMA** represented by **Vice Chancellor** wish to enter into this **Memorandum of Understanding (MOU)** on this day 22/1/2021. This Memorandum of Understanding (MOU) shall be in force for a duration of Five years from this date of signing.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To Promote Academic and Industry interaction between SATHYABAMA and M/s.Precision Machine and Auto Components (P) Ltd, Chennai in mutually beneficial areas.
- b. To provide a formal training in existing technology and practices in industry for the students of SATHYABAMA by M/s. Precision Machine & Auto Components(P) Ltd.,
- c. Knowledge sharing and Demonstrating about cutting edge and emerging areas of technology for further implementation to solve problems in new technology sensitive areas by SATHYABAMA and Students to Precision Machine & Auto Components(P)Ltd.,

2. PROPOSED MODES OF COLLABORATION

University and M/s. Precision Machine & Auto Components (P) Ltd propose to collaborate through the following means.

- a. M/s. Precision Equipments (Chennai) (P) Ltd will offer periodic field visit to students (maximum of 4 in a Year) of College/ SATHYABAMA to its facilities to enable them to get practical exposure.
- b. M/s. Precision Equipments (Chennai) (P) Ltd may offer consultancy projects to the students and faculties of College/ SATHYABAMA to provide a hands-on experience to the students in solving the real-time problems faced in the industries.
- c. M/s. Precision Equipments (Chennai) (P) Ltd may consider internship to a limited number of students of the SATHYABAMA.
- d. M/s. Precision Equipments (Chennai) (P) Ltd may arrange professional interaction between it's top technical personal and the students and faculties of the University by means of periodic guest lectures in the campus of the institute for the benefit of the students.
- e. SATHYABAMA shall provide assistance for the solution and implementation of Industry specific problems through the help of its Faculty and Students in the form of consultancy services.
- f. M/s. Precision Equipments (Chennai) (P) Ltd & SATHYABAMA shall organize joint seminars & conferences.
- g. SATHYABAMA shall offer the use of its facilities, labs, etc. to the benefit of M/s. Precision Equipments (Chennai) (P) Ltd based on a mutually agreed terms & conditions under the strength of this MOU.

3. CONFIDENTIALITY

- a. During the period of this MOU and for a period of ten years from the date of expiry of this MOU, SATHYABAMA agrees to consider as confidential all information disclosed by M/s. Precision Equipments (Chennai) (P) Ltd in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential. This situation arises when M/s. Precision Equipments (Chennai) (P) Ltd utilizes the services of SATHYABAMA in the form of technical consultancy services, consultancy projects with students, etc.
- b. The confidential information, as defined, applies to:

- Designs, specifications, technical data, documents, components, images, icons, audiovisual Components and objects, schematics, drawings, protocols, processes and other visual depictions, in whole or in part.
 - Unpatented inventions, ideas, methods and discoveries, know-how, unpublished patent applications and other confidential intellectual property.
 - The results, analysis, methodologies, outcomes /outputs in any form, from the technical consultancy Service assignments taken-up between SATHYABAMA & M/s. Precision Equipments (Chennai) (P) Ltd.
- c. M/s. Precision Equipments (Chennai) (P) Ltd reserves the full right to use in whatsoever way deemed fit as to their wish, the results, analysis methodologies, outcomes in any form, from the technical consultancy Service assignments
Taken-up between SATHYABAMA & M/s. Precision Equipments (Chennai) (P)Ltd
- d. Also, SATHYABAMA agrees not to use any of the work/outcome in whole or as a part of any of the technical consultancy services assignments taken-up between SATHYABAMA & M/s. Precision Equipments (Chennai) (P) Ltd for any Commercial / non-commercial purposes without a written consent from M/s. Precision Equipments (Chennai) (P) Ltd. It is the prerogative of M/s. Precision Equipments (Chennai)(P)Ltd to accept or refuse consent to any such requests for consent.
- e. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

4. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any other kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

5. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire in 2 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced to in clause 3 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

6. RELATIONSHIP

Nothing in this MOU shall be construed to make the other party a partner, an agent or legal representative of the other for any purpose.

7. ASSIGNMENT

It is understood by the Parties herein that this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising here under, either wholly or in part, to any third party.

8. COSTS OF THE MOU

Either party will not have any financial obligation to each other under this MOU. This is a pure form of Academic and industry co-operation for achieving higher level of excellence for the respective party and for the welfare of the society.

9. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

By signed below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding (MOU) to be executed, effective as of the day and year first above written.

SATHYABAMA hereby appoints Dr.G. Arun Kumar to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

**For M/s. Precision Machine & Auto
Components (P) Ltd**



**Dr. B. Karthik
Executive Director**

**For Sathyabama Institute of Science
and Technology**



**Dr. T. Sasipraba
Vice Chancellor**



Date: 22/01/2021

Date: 22/01/2021



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

M/s. Precision Equipments (Chennai) (P) Ltd,

No.152/3, Sriperumbudur,
Tiruvallur Road, Thodukadu Village,
Sriperumbudur, Chennai – 602 105, Kancheepuram (District)



SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY a Private Deemed to be University Established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu, India, herein after called as **SATHYABAMA** represented by **Vice Chancellor** wish to enter into this **Memorandum of Understanding (MOU)** on this day 22/1/2021. This Memorandum of Understanding (MOU) shall be in force for a duration of Five years from this date of signing.

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- c. Knowledge sharing and Demonstrating about cutting edge and emerging areas of technology for further implementation to solve problems in new technology sensitive areas by SATHYABAMA and Students to M/s. Precision Equipments(Chennai) (P) Ltd.,

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- f. M/s. Precision Equipments (Chennai) (P) Ltd & SATHYABAMA shall organize joint seminars & conferences.
- g. SATHYABAMA shall offer the use of its facilities, labs, etc. to the benefit of M/s. Precision Equipments (Chennai) (P) Ltd based on a mutually agreed terms & conditions under the strength of this MOU.

3. CONFIDENTIALITY

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- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

4. NON-EXCLUSIVITY

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8. COSTS OF THE MOU

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By signed below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding (MOU) to be executed, effective as of the day and year first above written.

SATHYABAMA hereby appoints Dr.G.Arun Kumar to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

**For M/s. Precision Equipments
(Chennai) (P) Ltd**



**Dr.B.Prabhu
Executive Director**

**For Sathyabama Institute of Science
and Technology**



**Dr. T.Sasipraba
Vice Chancellor**



Date : 22/01/2021

Date : 22/01/2021



शिक्षता प्रशिक्षण बोर्ड, (दक्षिण क्षेत्र)

BOARD OF APPRENTICESHIP TRAINING (SOUTHERN REGION)

(मानव संसाधन विकास मंत्रालय, उच्चतर शिक्षा विभाग, भारत सरकार का स्वायत्त संस्थान)

(An Autonomous Body under Ministry of Human Resource Development ,

Department of Higher Education, Government of India)

सी.आई.टी. अहाता, तरमणि, चेन्नै - 600 113.

C.I.T. Campus, Taramani, Chennai - 600 113.



सशक्त युवा, समर्थ भारत

E-mail: director@boat-srp.com

National Web Portal : www.mhrdnats.gov.in

Website: www.boat-srp.com

Memorandum of Understanding

Between

Board of Apprenticeship Training (SR)

Chennai – 600 113

And

Sathyabama Institute of Science and

Technology Chennai - 600119

**UNDER “APPRENTICESHIP / INTERNSHIP EMBEDDED
DEGREE PROGRAMME” (B.Sc., Chemistry)**

दूरभाष / Phone : 044-22542236 / 22541292 फेक्स / Fax : 044-22541563

ई-मेल / E-mail : boat_sr@vsnl.net वेबसाइट / Website : www.boat-sr-apprentice.in.nic.in

A. Objective:

This MOU dated 02.02.2021 is for collaboration between parties to support implementation of 'Apprenticeship / Internship Embedded Degree Programmes'.

B. Description of Parties:

Board of Apprenticeship Training (SR) located at IV Cross Road, CIT Campus, Taramani, Chennai – 600 113, Autonomous Organisation under Ministry of Education, Government of India.

And

Sathyabama Institute of Science and Technology located at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai – 600119, A Deemed to be University Established under Sec 3 of UGC Act, 1956.

C. Background and Purpose:

Whereas Sathyabama Institute of Science and Technology is responsible for following the approved curriculum of **B.Sc., Chemistry (Apprenticeship / Internship Embedded Programme)**, developed according to UGC guidelines

and

Whereas, Board of Apprenticeship Training (SR), Chennai, in coordination with Sathyabama Institute of Science and Technology's for organizing Apprenticeship / Internship for 06 months duration in a related industrial establishment to earn 20% of total credit points.

D. Admission details:

The admission of students for this batch during the academic year 2021-22 is 30 Nos.

E. On the Job Training (OJT) details:

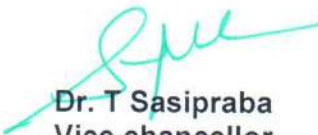
The 2021-22 batch of students would be imparted 06 months Apprenticeship / Internship Trainee programme in industrial / commercial establishments in coordination with Board of Apprenticeship Training (SR), Chennai.

F. Curriculum, Assessment & Certification:

- i. The suitable course curriculum could be designed by Sathyabama Institute of Science and Technology according to the UGC guidelines, incorporating atleast 20% of total credit points, for 06 months on the job Apprenticeship / Internship with the approval of Universities.
- ii. The assessment and evaluation of Apprenticeship / Internship training would be carried out jointly by Sathyabama Institute of Science and Technology, Board of Apprenticeship Training (SR), Chennai and Industry/ Commercial establishment imparting training.
- iii. After successful Completion of on the job training, Certificate of Assessment would be issued jointly by Sathyabama Institute of Science and Technology / Board of Apprenticeship Training (SR), Chennai / Industry / Commercial establishment imparting training.
- iv. The Degree certificate would be awarded by Sathyabama Institute of Science and Technology / University at the end of the course.

**For Sathyabama Institute
of Science and Technology,
Chennai.**

**For Board of Apprenticeship Training (SR)
Chennai.**


**Dr. T Sasipraba
Vice chancellor**


**Dr. Krubhashankar
Director**

डॉ.वी. कृवाशंकर / Dr. V. KRUBHA SHANKAR BE,MBA,Ph.D.

निदेशक (प्रशिक्षण) / Director of Training

शिक्षुता प्रशिक्षण बोर्ड, (दक्षिण क्षेत्र)

BOARD OF APPRENTICESHIP TRAINING (Southern Region)

शिक्षा मंत्रालय, उच्चतर शिक्षा विभाग, भारत सरकार

Ministry of Education, Department of Higher Education, Govt. of India

चौथी गली, सी.आई.टी. कैंपस, तारामनी, चेन्नई - 600 113

4th Cross Street, CIT Campus, Taramani, Chennai - 600 113.

Date: 02.02.2021

Place: Chennai





தமிழ்நாடு தமில்நாடு TAMILNADU

11/02/2021

Humcen Global Pvt. Ltd
Chennai - 45

CE 212464

R. Nirmala
R. NIRMALA
Stamp Vendor
9, SHANMUGAM ROAD,
TAMBARAM, CHENNAI-45.
L.No.: 9566 B1/2000 Dt.7.9.2000

Memorandum of Understanding

THIS AGREEMENT is made at this 12 day of FEBRUARY, 2021

BETWEEN

A. Sathyabama Institute of Science and Technology, having address at Jeppiaar Nagar,
Rajiv Gandhi Salai, Chennai - 600 119.

AND

B. HumCen Global Private Ltd, having office at No.17,F1,First Floor, Angels Nest
Tower, West Tambaram, Chennai-600045.

Hereinafter the Sathyabama Institute of Science and Technology, Chennai-600119 and HumCen Global Private Ltd, Chennai-600045 are referred to as the Party of the First Part and Party of the Second Part and collectively as PARTIES, and any form of Intellectual Property called as «IP»)

WHEREAS both the parties of the First Part and of the Second Part enter into this Memorandum of Understanding (MoU), hereinafter referred as Agreement, entitled to carry on their services on Intellectual Property Rights (IPR) which includes Patent Search, Patent Drafting, Patent Filing, Patent Prosecutions, Design Patent Filing, Copyrights Filing, Trademark Filing, Patent/Trademark/Copyrights Office Actions; Strategic Consultations on IPR, R&D, Innovation, Business Viable Product Validation, Research Assistance.

Now it is agreed by and between the Parties hereto as Follows:-

1. Policy

- 1.1. **HumCen Global Private Ltd** has a promising Intellectual property division, offering consultation and service on patentability; patent, design, trademark and copyright filing. The company offers its service for prior art search, drafting and filing of patent application and other aforesaid services. The HumCen Global Private Ltd is not responsible for any other issues on the grant of IPR's such as patent, Design Patents, Copyrights, and Trademarks. The grant of patent and other IPR is fully depended on the technicality involved in the subject that has filed.
- 1.2. The HumCen Global Private Ltd requests the inventors from Sathyabama Institute of Science and Technology to describe fully the invention and its operation or use and the method by which it is to be performed information and disclose the best method of performing the invention which is known to the applicant in the Invention Disclosure Form (IDF) provided.
- 1.3. The HumCen Global Private Ltd shall ensure that the Confidential Information will not be copied or reproduced or transmitted by any means and in any form whatsoever without the prior written permission of the Institution/ Inventor/ client as per the terms and conditions mentioned in Confidentiality agreement instrumented separately.

- 1.4. The tentative time taken for the entire process to be completed, including drafting and filing at the patent office shall be varying invention to invention from the date of inception.

2. Ownership of IP:

- 2.1. The party of the first part shall be the owner for all the intellectual property inventions, which includes Copyrights, product patents, process patents, design patents and the inventions invented or created by the inventors / creators who include faculty members, research scholars, students and those who make use of the resources of the Sathyabama Institute of Science and Technology.
- 2.2. The party of second part HumCen Global Private Ltd, does not hold any ownership on IPR created by the party of first part or by its representatives..
- 2.3 The address for communication for any IP protection should be only Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600119.
- 2.4 Further any communication regarding IP protection for the Institution should be only through VC Office, Sathyabama Institute of Science and Technology.

3. Payment

- 3.1. The invoice amount to the party of second part as a service charge must be paid when placing an order and before the commencement of service by the party of first part.
- 3.2. Any extra charges incurred by either of the parties for any special services shall be discussed prior to charging after obtaining a written consent.
- 3.3. The subject and conditions of the payment shall be subjected to change at any time during the business agreement, with mutual consent of both the parties.
- 3.4. In the event of late payment the company may delay the process of prosecution and filing process.

4. Refund/ Cancellation

- 4.1. The cancellation of the order shall be made at any time before inception of the service by the party of the second part.

5. Termination of this Agreement

- 5.1. The validity of this agreement exist till the completion of first three years from the date of inception of this agreement.
- 5.2. If any party does not desire to continue the partnership or if any party goes into winding up voluntarily, one month notice shall be provided by either of the parties.

6. Notices

- 6.1. Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

7. Jurisdiction

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Chennai, Tamil Nadu shall have exclusive jurisdiction over any disputes between the Parties arising out of or in relation to this Agreement
 - 7.2. In the event any dispute amongst the Parties, arising out of or in connection with this Agreement cannot be resolved between parties, the dispute shall be then referred to and finally resolved by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for arbitration shall be in Chennai. The arbitration shall be in English and shall be binding on both the Parties.
8. The managing partner or any other authorized representative of each of the parties hereto shall represent his company and for all practical purposes.
 9. Each of the Parties hereto shall -
 - i) be just and faithful to each other.
 - ii) render full information of the business to the other,
 - iii) attend to the business diligently and actively.
 10. This Agreement shall be effective upon its execution by both Parties.
 11. Any or all the above clauses or conditions may be altered, substituted, cancelled, added to or otherwise amended by mutual consent of both the parties in writing, signed and shall take effect as declared therein.
 12. This Deed is executed in duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the second Part.
 13. Any complaints about service may be sent to : info@humcen.com

IN WITNESS WHEREOF to agreeing to the above terms and conditions of the agreement, the above mentioned Parties set their hands below at 2.00 PM on the 12th day of FEBRUARY month, 2021 above written.

SIGNED by
for and on behalf of

Sathyabama Institute of Science and Technology, Chennai

Name : Dr. T. SASIPRABA
Title : VICE-CHANCELLOR
Date: 12/2/21

SIGNED by
for and on behalf of

HumCen Global Private Ltd, Chennai

Name: C. SASITHARAN
Title: CHIEF EXECUTIVE
Date: 12/2/21



शिक्षुता प्रशिक्षण बोर्ड, (दक्षिण क्षेत्र)

BOARD OF APPRENTICESHIP TRAINING (SOUTHERN REGION)

(मानव संसाधन विकास मंत्रालय, उच्चतर शिक्षा विभाग, भारत सरकार का स्वायत्त संस्थान)
(An Autonomous Body under Ministry of Human Resource Development,
Department of Higher Education, Government of India)

सी.आई.टी. अहाता, तरमणि, चेन्नै - 600 113.
C.I.T. Campus, Taramani, Chennai - 600 113.

E-mail: director@boat-srp.com

National Web Portal : www.mhrdnats.gov.in

Website: www.boat-srp.com

Satya vs NCR



सशक्त युवा, समर्थ भारत

Memorandum of Understanding

Between

NCR Corporation India Private Ltd, Chengalpet

And

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

**UNDER "APPRENTICESHIP / INTERNSHIP EMBEDDED
DEGREE PROGRAMME" [B.Com.,]**

Page 1 of 3

A. Objective:

This MOU dated 03.03.2021 is for collaboration between parties to support implementation of 'Apprenticeship / Internship Embedded Degree Programmes'.

B. Description of Parties:

NCR Corporation India Private Limited, Plot No 14/1A, Mahindra world city, Veerapuram, Chengalpattu - 603 002

And

Sathyabama Institute of Science and Technology located at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai - 600 119. A Deemed to be University Established under Sec 3 of UGC Act, 1956.

C. Background and Purpose:

Whereas Sathyabama Institute of Science and Technology, Chennai - 600 119.. is responsible for following the approved curriculum of **B.Com., (Apprenticeship / Internship Embedded Programme)**, developed according to UGC guidelines

and

Whereas, NCR Corporation India Private Ltd, Chengalpet, in coordination with Sathyabama Institute of Science and Technology, Chennai - 600 119. for organizing Apprenticeship / Internship for 06 months duration in a related industrial establishment to earn 20% of total credit points.

D. Admission details:

The admission of students for this batch during the academic year 2021-22 is 60 Nos.

E. On the Job Training (OJT) details:

The 2021-22 batch of students would be imparted 06 months Apprenticeship / Internship Trainee programme in NCR Corporation India Private Ltd, Chengalpet in coordination with Sathyabama Institute of Science and Technology, Chennai,

F. Curriculum, Assessment & Certification:

- i. The suitable course curriculum could be designed by Sathyabama Institute of Science and Technology, Chennai, according to the UGC guidelines, incorporating atleast 20% of total credit points, for 06 months on the job Apprenticeship / Internship with the approval of Universities.
- ii. The assessment and evaluation of Apprenticeship / Internship training would be carried out jointly by Sathyabama Institute of Science and Technology, Chennai,, Board of Apprenticeship Training (SR), Chennai and NCR Corporation India Private Ltd, Chengalpet.
- iii. After successful Completion of on the job training, Certificate of Assessment would be issued jointly by Sathyabama Institute of Science and Technology, Chennai,, / Board of Apprenticeship Training (SR), Chennai/ NCR Corporation India Private Ltd, Chengalpet.
- iv. The Degree certificate would be awarded by Sathyabama Institute of Science and Technology, Chennai - 600 119, / University at the end of the course.


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



**NCR Corporation India Private Ltd,
Chengalpet**

Date: 03.03.2021

Place: Chennai

MEMORANDUM OF UNDERSTANDING

Between

AUTHORCAFE INDIA PVT LTD (AUC)

And

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, CHENNAI

to promote effective scholarly communication

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into on 10.03.2021 ("Effective date")

BETWEEN

AuthorCafe India Pvt Ltd (AuC), a private limited company established under The Companies Act, 1956 with CIN U72100TN1987PTC014032 at 4/600, Dr VSI Estate, Phase II, Chennai, Tamil Nadu 600041 (hereinafter referred to as "**AuC**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "AuC") represented by its President, Dr Shanthi Krishnamoorthy, of the SECOND PART. AuC is an affiliate company of TNQ Technologies. TNQ is a publishing technology and services company based in Chennai, India.

AND

Sathyabama Institute of Science and Technology, Deemed to be University, established under Sec. 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119. Tamilnadu, INDIA. (hereinafter referred to as "**SATHYABAMA**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by Dr. T. Sasipraba, aims to promote effective scholarly communication.

AuC and SATHYABAMA shall be collectively referred to as "Organizations" or "Parties" and individually as "Party".

1. Objectives

This MOU is signed between the Organizations for the purpose of commencing discussions & jointly exploring the possibility of deploying AuC's Suite (AuthorCafe Platform & Publication Support Services) for SATHYABAMA. This MOU will form the basis for any Statement of Works that may be agreed by the Parties, for the Services to be provided by AuC to SATHYABAMA.

AuC has offered AuthorCafe Suite (AuthorCafe Platform & Publication Support Services) on the following special terms to SATHYABAMA:

- 1.1. AuC offers the AuthorCafe Platform for research writing at a **special price**(mentioned in the SoW)to SATHYABAMA faculty and students with its premium features.
- 1.2. AuC offers Publication Support Services **for special price**(mentioned in the SoW) to SATHYABAMA faculty and students.
- 1.3. All other users (i.e., Research office, Admin office, Dean offices etc.) get complimentary access to AuthorCafe platform.
- 1.4. The term of this MOU shall be for 2 (two) years. Unless SATHYABAMA confirms their intent to discontinue 30 days prior to the Renewal Date, this MOU will renew automatically at every anniversary thereof.
- 1.5. Some other services such as DOI(Digital Object Identifier) minting for institutional research output (i.e. Thesis, Dissertations etc.), making it digitally discoverable and citable, can be provided if required, at additional charge.
- 1.6. Initial product training sessions will be provided as part of this MOU at no extra cost.
- 1.7. SATHYABAMA shall maintain absolute confidentiality regarding the commercial aspects of this MOU.

- 1.8. SATHYABAMA shall support AuC to make public announcements and help AuC as it conducts marketing campaigns announcing SATHYABAMA's adoption of Authorcafé's Suite. SATHYABAMA shall also support AuC in using its institutional logo on its website and marketing collaterals.

2. Scope

AuthorCafe Platform implementation

- 2.1. SATHYABAMA & AuC will need to have meetings to plan the implementation. Below is a high level indicative roadmap on how the AuthorCafe Platform could be implemented at SATHYABAMA:
 - 2.1.1. Sathyabama and AuC sign this non-binding MOU wherein the intent of both are documented.
 - 2.1.2. AuC uses the signing of this MOU to make public announcements about SATHYABAMA's intent to adopt AuthorCafé Platform.
 - 2.1.3. SATHYABAMA & AuC hold meetings, undertake discussions & agree on the following:
 - 2.1.3.1. Deliverables
 - 2.1.3.2. Service Level Agreements
 - 2.1.3.3. Hosting & other technical aspects
 - 2.1.3.4. The implementation plans
 - 2.1.3.5. Templates (Thesis)
 - 2.1.3.6. Access rights & data security
 - 2.1.3.7. Workflows & decision-making chains
 - 2.1.3.8. Reporting requirements
 - 2.1.3.9. Roles, rights and expectations of each party
 - 2.1.3.10. Governance team & mechanism
 - 2.1.3.11. Support
 - 2.1.3.12. Training

- 2.1.3.13. ETD publishing portal (hosted on SATHYABAMA's site/server)
- 2.1.3.14. Other items that may come up during the discussions
- 2.1.4. SATHYABAMA designates a single point of contact (SPOC) as their representative to ensure the alignment of SATHYABAMA stakeholders on the customization requirement.
- 2.1.5. SATHYABAMA & AuC start work towards customisation & implementation of AuthorCafé.
- 2.1.6. AuthorCafé is implemented for SATHYABAMA as planned, agreed and scheduled.
- 2.1.7. SATHYABAMA SPOC facilitates the product training and, assisted by AuC team, ensures its adoption by SATHYABAMA users
- 2.1.8. AuC supports SATHYABAMA, its faculty, administrators, researchers and students as they start using AuthorCafé and need help. Support is provided during normal business hours on working days of the week.
- 2.1.9. At several points during the above steps, SATHYABAMA & AuC make public announcements and conduct marketing campaigns, including case studies and whitepapers about commissioning and use of AuthorCafé by SATHYABAMA.
- 2.1.10. SATHYABAMA and AuC work jointly to get SATHYABAMA's ETD workflow integrated with Shodhganga & Urkund plagiarism checking tool offered by Shodhshudhi, subject to working out an agreement with INFLIBNET.

Publication Support Services

- 2.2. **Language Editing Services(LES)** - With LES, authors (Faculties and students) will be able to communicate their research in error proof english language, keeping scientific context intact.

Following level of language editing services will be available:

i. Substantive Editing (Premium Services)

1. Language & Grammar-Check
2. Technical Accuracy
3. Manuscript Formatting
4. Logical Flow
5. Presentation
6. Content Enhancement
7. Journal Submission Support
8. After Sales Support

ii. Copy Editing (Standard Services)

1. Language and Grammar Check
2. Style and Consistency Check
3. Technical Accuracy Check
4. Journal Submission Support

- 2.3. **Journal Selection Service** - Journal selection report will be provided with options of 3-5 suitable journal for the manuscript considering following factors:

1. Scope of study
2. Target journal type (Scope, Focus, etc.)
3. Urgency to publish
4. Accessibility features (Open access, Print only, etc.)
5. Type of article
6. Significance of article in its field of speciality

Online Workshop/Training Sessions

- 2.4. Both organizations agree to hold/conduct, whenever feasible, joint online workshops or training sessions within the areas of scholarly communication with the industry experts/professionals in the field and senior academicians.
- 2.5. The host institution shall provide necessary arrangements for joint online workshops or training sessions and AuC will deliver those at a special minimum rate.

3. Mode of Operation

- 3.1. One member from the SATHYABAMA and one from AuC will be designated as the Single Point of Contact (SPOC) for the coordination role for all programs organized.
- 3.2. The SPOCs shall be responsible for passing all instructions & communications to the other Organization. The SPOC will also ensure that and promote cordial interaction between the Organizations.

4. Areas of cooperation

- 4.1. The areas of cooperation shall be defined and modified from time to time by the coordination committee setup for the purpose. The coordination committee shall be set up based on Clause 5.

5. Co-ordination committee

The following shall constitute the coordination committee to monitor and review the collaborative program between the two institutions:

- a) Vice Chancellor, Sathyabama Institute of Science and Technology or his/her nominee
- b) SPOC from SATHYABAMA:
- c) President AuthorCafé or his/her nominee
- d) SPOC from AuC:

The co-ordination committee shall:

- 5.1. Review the progress (at least once a year).
- 5.2. Consider the addition/deletion of areas of co-operation between the two institutions during review.
- 5.3. Consider the continuance of the MoU.

6. Intellectual Property and Confidentiality

- 6.1. The Intellectual property of both Organizations will remain their sole property and the other Organization cannot claim any rights whatsoever. If any situation arises where there is a perceived Intellectual Property that is developed in the course of implementation of this MOU, the Organizations shall negotiate and mutually agree in writing their respective rights to intellectual property (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).
- 6.2. Neither Organization shall, at any time disclose to any third party any confidential information of the other Organization which is acquired in the course of activities under this Memorandum, a collaborative project or program, without the prior consent of the other Organization in writing.

7. Validity period, Amendment and Termination

- 7.1. This MoU shall be valid for a period of two years from the Effective Date
- 7.2. At the end of the validity period of the MoU, a modified agenda may be considered for a new term.
- 7.3. In the event of such termination, both organizations will make best effort to communicate positively with everyone regarding the reasons for termination and will do this in a manner without causing any harm to the other Organization.

8. Indemnity and Limitation of liability

Notwithstanding anything under this Agreement, AuC shall not be liable to SATHYABAMA for any loss, damage, or any other liability suffered by SATHYABAMA due to the negligent, willful acts or omissions of SATHYABAMA and its agents. SATHYABAMA shall indemnify and hold harmless AuC for any loss, damage, liability or costs to the extent caused by the negligent, willful acts or omissions on part of SATHYABAMA and its agents. The Liability SATHYABAMA under this MOU shall be limited to 12 (twelve) months billing prior to the date of claim.

9. Arbitration / Jurisdiction

Any dispute or differences arising out of interpretations of the clauses listed above shall be resolved by mutual consultation and if the mutual consultation fails, shall be settled by Arbitration through a sole arbitrator appointed mutually by the parties. The place of Arbitration shall be Chennai and shall be governed as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Award of the Arbitration shall be final and binding on the parties to the MoU. In general, Courts in Chennai shall have the jurisdiction.

10. Communications

All communications on matters incidental hereof shall be addressed to the institutions by Speed Post/E-mail :

AuthorCafe India Pvt Ltd (AuC) , 4/600, Dr VSI Estate, Phase II, Chennai, Tamil Nadu 600041

Email: contact@authorcafe.com

Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119. Tamilnadu

Email: vc@sathyabama.ac.in

In witness whereof the two parties have signed this memorandum of understanding on date, month and year referred above.

For Sathyabama Institute of Science and Technology


Dr. T. Sasipraba
Vice Chancellor

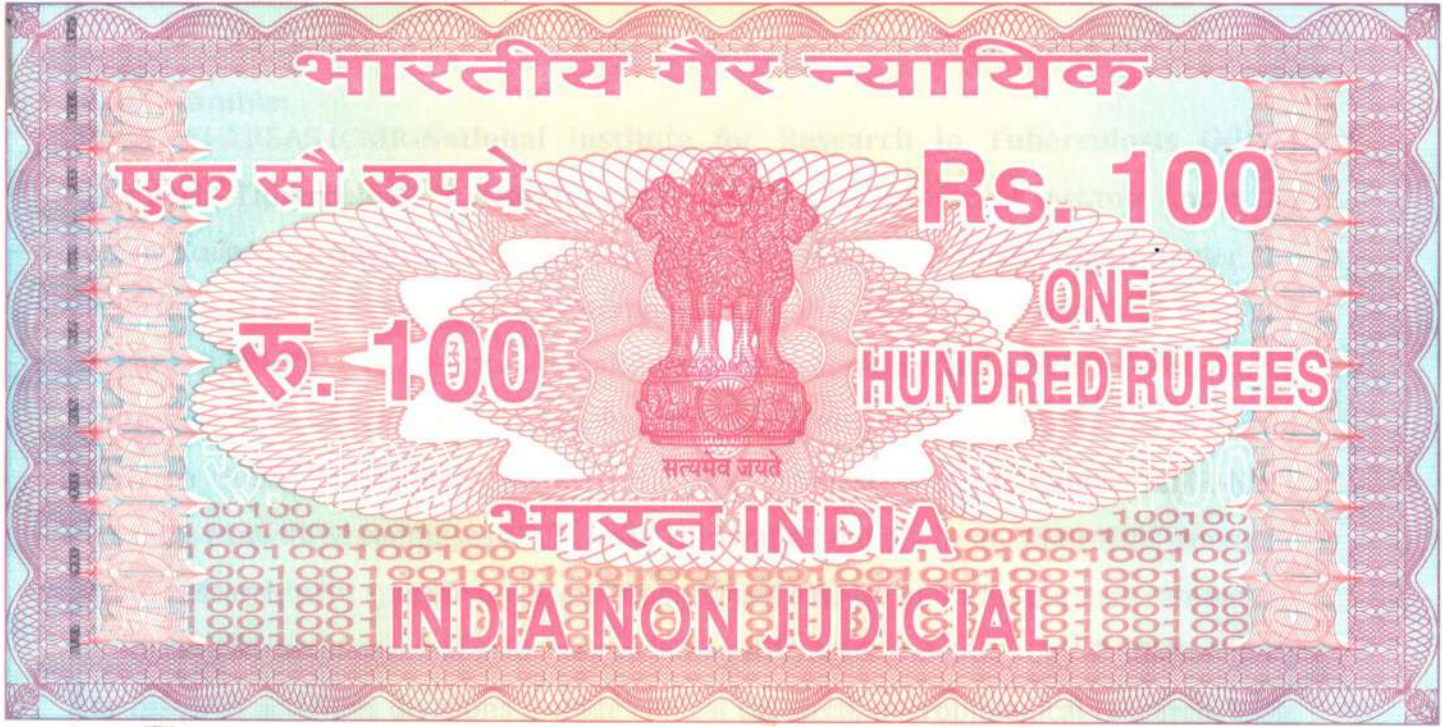
For AuthorCafe India Pvt Ltd


Dr. Shanthi Krishnamoorthy
President For Author Cafe Private Limited

Authorised Signatory

Signed in the presence of





தமிழ்நாடு தமில்நாடு TAMILNADU

CD 193819

10 APR 2021

Sathyabama Institute of
Science and Technology

G. VEERABATHRAN
Stamp Vender

Licence No: 74/CH(S)/2010 Dt. 30-3-2011
Old No. 23, New No. 31, Sarangapani Street,
Sholinganallur, Chennai-119.

MEMORANDUM OF UNDERSTANDING

M.1.1 This MEMORANDUM OF UNDERSTANDING (MoU) is made and entered into this-15th day April, 2021 between ICMR-NATIONAL INSTITUTE FOR RESEARCH IN TUBERCULOSIS (INDIAN COUNCIL OF MEDICAL RESEARCH)-600 031 represented by its **Director** hereinafter referred to as 'NIRT' which expression shall where the context so admits, mean and include its successors, representatives and permitted assigns of the First part,

And

M.1.2 CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY(A Deemed to be University) situated at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai-600119 represented by its **Pro Vice Chancellor** herein after referred to as 'SIST-CDDD' which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns of the other part.

M.2. Preamble:

M.2.1. WHEREAS ICMR-National Institute for Research in Tuberculosis (NIRT) [Formerly Tuberculosis Research Centre (TRC)], is a permanent institute under the Indian Council of Medical Research (ICMR) which is an autonomous body under the Department of Health Research, Government of India, Ministry of Health and Family Welfare. ICMR-NIRT is a Supranational Reference Laboratory and a WHO Collaborating Centre for TB Research and Training. Recently, an International Centre for Excellence in Research (ICER) in collaboration with NIH was established at the Centre. ICMR-NIRT functions from three campuses at Chennai, Thiruvallur and Madurai. ICMR-NIRT conducts health research with specific focus on Tuberculosis disease and also pursues research in health care issues of national priorities including HIV/AIDS and SARS-CoV-2. ICMR-NIRT's key research activities divisions include clinical research, microbiological research, basic science research, epidemiological research, health economics, Health Technology Assessment and socio behavioral research. ICMR-NIRT conducts program evaluations, economic evaluations, operational research in broad interdisciplinary areas related to Tuberculosis and other diseases of priorities.

The basic concepts that underpin the globally implemented DOTS strategy were evolved at the Centre through a series of trials. The first controlled clinical trial, which established unequivocally the value of outpatient treatment for pulmonary TB received world-wide acclaim as the classic "Madras Study". The Centre evolved supervised intermittent chemotherapy especially for urban areas and large cities subsequently. Later, treatment for approximately 6 months with powerful drugs has been shown to be equally effective and these regimens were evaluated under field conditions. So far, 35 Randomized Controlled Clinical Trials for treatment of both Pulmonary and Extra pulmonary TB (including TB spine, TB meningitis, TB lymphadenitis) have been carried out at TRC in collaboration with various medical college hospitals and non-profitable organizations in Madras city. Although the main aim of the studies is to evolve inexpensive, effective and practicable methods of treatment for TB patients in India, the logical sequence of the investigations undertaken, complemented by appropriate laboratory investigations, has resulted in immense knowledge on the principles of chemotherapy and bacteriology of tuberculosis.

The Institute is also recognized for post-graduate training leading to the Ph.D. degrees in bacteriology, biochemistry, immunology and statistics by the University of Madras. It is

also a training centre for WHO fellows, as well as medical undergraduates and post-graduates of the University of Madras and of the neighboring states.

The fight against tuberculosis continues relentlessly and the last word has not been said so far. It is expected that the efforts of the Institute would continue to throw light on the changing principles of chemotherapy and allied aspects of tuberculosis such as immunology. The momentum of research is kept up and the quality of scientific work is preserved.

M.2.2 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:** 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.
- **Medicinal Chemistry:** Purification, characterization and elucidation of the structure and novelty of the active compounds.
- **Proteomics and Genomics:** Exploration of microbial genomes and validation of the findings by proteomic analysis. .

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.

M.3. Scope of Work and Responsibilities:

M.3.1 Both parties agree to contribute relevant resources and strengths pursuant to its commitment and in furtherance of objectives of this MOU. The two Institutes after considering their objectives and strengths have agreed to have an understanding for collaboration in the following areas of interest:

- Collaborate in anti TB screening of microbial/plant /marine organism extracts and molecules, nanomaterials at both NIRT& SIST-CDDD by adopting various assays against standard and drug resistant *M. tuberculosis* strains
- 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.

- Write joint research proposals for collaborative research and generating funds to both the institutes;

Any other professional and scientific collaboration with mutual consent.

M.3.2. Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of each specific project under this MoU separately.

M.3.3. A four Member Steering Committee shall be constituted with two members each nominated by NIRT and SIST-CDDD to identify and co-ordinate the specific areas/activities under this MoU and finalize the terms and conditions thereof.

M.4. Confidentiality and IPR-Protection

M.4.1 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 has 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.

M.4.2 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 case to case basis.

M.4.3. 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 by the Steering Committee.

M.5 Publication

M.5.1 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 NIRT and SIST-CDDD under this MoU between the parties.

M.6 Duration

This Memorandum of Understanding shall be valid for a period of three years from the date of signing of the same and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon.

M.7 Termination

Notwithstanding clause 6, this MoU may be terminated by either party by giving three 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.

M.8 Notices

M.8.1 All notices and other communications required to be served on NIRT 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 NIRT at its office in No.1, Mayor Sathiyamoorthy Road,

Chetpet, Chennai - 600 031, Tamil Nadu. Similarly, any notice to be given to the SIST-CDDD shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the CDDD, Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Chennai-600119.

M.9 Arbitration

9.1 In the event of any dispute or difference between the parties hereto, such differences shall be resolved amicably by mutual consultation. Where it could not be resolved so, then it shall be referred to arbitration of two Arbitrators, one to be appointed by each party to

the dispute and in case of difference of opinion between the said two Arbitrators, then to an umpire appointed by the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators or umpire and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996.

M.10 Jurisdiction

All legal disputes shall be subjected to the jurisdiction of the courts in Chennai, State of Tamil Nadu only.

M.11 Modification

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

M.12 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 on 15th April, Two Thousand and Twenty one.

<u>For and on behalf of</u> Centre for Drug Discovery and Development (CDDD)	<u>For and on behalf of</u> ICMR-National Institute for Research in Tuberculosis (NIRT)
	
Dr. Wilson Aruni Pro Vice Chancellor Sathyabama Institute of Science & Technology Rajiv Gandhi Road, Chennai - 600 119, Tamil Nadu, INDIA	Dr. C. Padmapriyadarsini Director ICMR-National Institute for Research in Tuberculosis (NIRT) Chennai - 600 031, Tamil Nadu, INDIA

Witnesses (Name & Address)


Dr. JERRINE JOSEPH
SCIENTIST D & CENTRE INCHARGE
DRUG DISCOVERY & DEVELOPMENT

Witnesses (Name & Address)


Dr. S. SWAKUMAR
Scientist



MEMORANDUM OF UNDERSTANDING

BETWEEN

**SATHYABAMA
INSTITUTE OF SCIENCE & TECHNOLOGY**

and

COMMUNITREE

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, Tamil Nadu, India, represented by **Dr. T. Sasipraba, Vice Chancellor** and **CommuniTREE**, an environmental protection organization located at Railway Station, 2nd Avenue, Bridge, near Indira Nagar, Indira Nagar, Adyar, Chennai, Tamil Nadu 600020 represented by **Mr. Hafiz Khan, Founder**, recognizing the benefits to their respective institutions from the establishment of the partnership, conclude this Memorandum of Understanding (MoU).

1. Cooperative activities undertaken pursuant to this MOU may involve the following areas:
 - a. Prevention and management of all forms of pollution and hazardous waste
 - b. Prevention and Environmental threats to human health and to ecosystems
 - c. Environmental education and public awareness
 - d. Other areas as determined by the Parties
2. Cooperation under this MOU may include the following forms:
 - a. Transfer or exchange of scientific and technical information in the field of environmental protection
 - b. Joint organization of symposia, seminars, workshops, and training
 - c. Joint projects to demonstrate environmental management approaches and technologies
 - d. Any other cooperative activities on subjects of mutual interest



3. Both parties agree to exchange the expertise of their working staff under mutual convenience when requested by either party.
4. 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
5. 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.
6. 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.
7. 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 CommuniTREE

Hafiz Khan

Signature: _____

Name: **Mr. Hafiz Khan**

Designation: **Founder**

Date:

For Sathyabama Institute of Science and Technology

Dr. T. Sasipraba

Signature: _____

Name: **Dr. T. Sasipraba**

Designation: **Vice Chancellor**

Date:



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

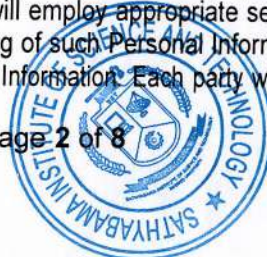
Either party is not obligated to pay any monetary consideration to the other party for performing its obligations under the Memorandum.

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.

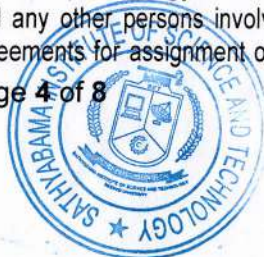
8. Rights and Obligations of the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

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



Signature
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.

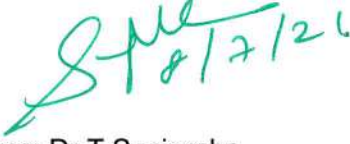


Signature
8/7/21

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
OK
LEGAL

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 தமிழ்நாடு TAMILNADU

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KRUPAKAR PARTHASARATHY

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10 JUL 2021

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S-S

S. SARASWAT

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

ADYAR, CHENNAI - 600 01

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)



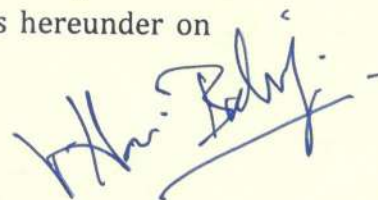
Scope of Work and Responsibilities:

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.

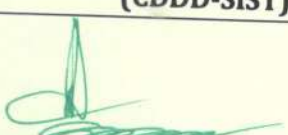
Modification

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.



Memorandum of Understanding (MoU)

Between



MGM Healthcare, Chennai

And



Sathyabama University, Chennai

On 6/8/21, 2021

1.0 Preamble:

This MoU entered into and executed on the day of..... 2021 between **MGM Healthcare**, (a quaternary care multi-specialty hospital with Centres of clinical excellence and research), Chennai – 6000029 (hereinafter called “MGM”) and **Sathyabama Institute of Science and Technology** (Deemed to be University), Jeppiaar Nagar, Rajiv Gandhi Road, Chennai - 600 119, Tamil Nadu, India (hereinafter called “SATHYABAMA”).

2.0 About MGM Healthcare, Chennai

MGM Healthcare is a 400 bed quaternary care multi-specialty hospital in the heart of Chennai. The hospital's multidisciplinary leadership team brings decades of experience, credibility and commitment in delivering high-quality care to patients and community. Born out of a need for altruism, MGM is obsessed with bettering patient experiences and improving outcomes through expertise, passion and technology. The organizational values are driven by personal and professional integrity. MGM is a truly collaborative centre for personalized medical care. Renowned medical experts assisted by smart technologies work in tandem to progressively improve healthcare outcomes. Over the course of nearly two decades, MGM Healthcare's flagship Mahatma Gandhi Medical College and Research Institute and Sri Balaji Vidyapeeth (Deemed to be University) have stood tall, with the former ranked 23rd among medical institutions in India (NIRF 2018), and the seventh medical college to be accredited by American Heart Association.

3.0 About Sathyabama Institute of Science and Technology, Chennai

Sathyabama University is a prestigious Institution which excels in the fields of Engineering, Science and Technology for more than three successful decades. It offers multi-disciplinary academic programmes in various fields of Engineering, Science, Technology, law, Dental Science, Pharmacy, Nursing, Management, Arts and Science and Allied Health Sciences. It is established under Sec.3 of UGC Act, 1956 and is been Accredited with 'A' Grade by the National Accreditation and Assessment council. The Institution persistently seeks and adopts innovative methods to improve the quality of higher education and is responsive to the changes



taking place in the field of education on a global scale. The Institution has a team of dynamic and outstanding faculty; innovative pedagogical practices, state of the art infrastructure and world class Research Facilities. Sathyabama has a good presence in rankings and ratings at National and International level. The Institution has been ranked in 39th position by the National Institutional Ranking Framework (NIRF), Government of India among the Universities in India for the year 2020 and ranked one among the top 50 Universities for the last five consecutive years. Sathyabama is ranked among the Top 5 Institutions in the Country for Innovation by ATAL Ranking of Institution for Innovation Achievements, Govt. of India. It is a research intensive University with world class laboratories and research facilities and is involved in research in the emerging areas of Science and Technology.

4.0 Purpose of MoU

This MoU is signed between MGM Healthcare, Chennai as first party and Sathyabama Institute of Science and Technology as second party, to collaborate in cardiovascular research. The major purpose of this MoU is to establish a fruitful means of exchanging knowledge, information and research, and to facilitate and enhance the interaction between two organizations towards common mission of achieving excellence in research and publication. The MoU is aimed at facilitating collaboration for utilization of the research facility and conducting experiments as part of cardiovascular research towards advancement of knowledge and its application in the field of heart and lung transplantation. In this regard, MGM and SATHYABAMA agree to develop their research links especially in the field of heart and lung transplant under principles of mutual understanding, common interest and mutually complementary activities. It is also understood that the detailed terms and conditions that guide each joint activity will be separately determined and agreed upon by the two institutes through an independent agreement or exchange of letters, if required. However, MGM and SATHYABAMA agree that they will be free to participate in other projects acting either individually or collectively.



5.0 Scope of MoU:

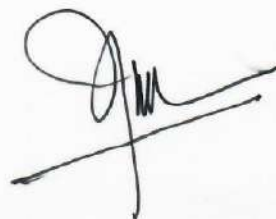
- i. SATHYABAMA agrees to provide access its International Research Centre and Col. Dr. Jeppiaar Research Park as per pre-fixed schedule, to utilize the research facilities; to promote the interdisciplinary research.
- ii. The below mentioned Centres can support MGM for carrying out collaborative experiments.
 - Centre for Bioresource Research and Development,
 - Centre for Quality Assurance and Non Destructive Evaluation,
 - Centre for Waste Management,
 - Centre for Molecular and Nanomedical Sciences,
 - Centre for Laboratory, Animal Research and
 - Centre for Drug Discovery and Development.
- iii. The two organizations agrees to share their respective important research and development facilities in order to promote academic and research in the areas of co-operation to intensify research in the field of Heart and Lung transplantation. Both organizations shall jointly agree the methodology, individual participation and reporting of results of the joint research.
- iv. MGM and SATHYABAMA agree to utilize their expertise for the development of novel techniques and effective integrative medical research and education may be created in the field of Heart and Lung transplant for the benefit of society as a whole.
- v. MGM and SATHYABAMA further agree to investigate ways of identifying and inviting experts from the other institutions/organizations to participate in ongoing research and academic activities of mutual interest. It is anticipated that the terms and conditions for such participation would be worked out through mutual agreement between the invited expert member(s) and organization extending the invitation.
- vi. MGM and SATHYABAMA shall work towards providing technical and consultancy services for monitoring, evaluation, documentation of process of academic/research project implementation on mutually agreed terms and conditions. This will be applicable only to projects jointly implemented by the both the partner organizations which shall also take the responsibilities of documenting the proceedings and publishing it in form of books by national and international publishers acknowledging copy right and contribution of both the partner organizations.



- vii. MGM agrees to bear the extra cost related to equipments for rabbit heart Langendorff set-up and conducting experiments.
- viii. To publish Books and Journals: MGM and SATHYABAMA agree to mobilize resources and fund to jointly publish books and journals on the thematic areas of mutual interest. Both the partner organizations agrees to respect each other's intellectual property. All background IP used in connection with this MoU shall remain the property of both the partner institutions.
- ix. Both the Institutions also agree to support the exchange of research and training material and sharing of academic data, scientific information, intellectual property, articles and publications arising from their joint ventures. Faculty/staff and research fellows may visit the Institution/ Industry for a short period in connection with their research work under joint collaboration program.
- x. To exchange any other activities that both the Institutions agreed to be on mutual benefit.

General Terms and Conditions:

- a) This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.
- b) The implementation of this MoU shall be within the parameters of the policies, rules and regulations of both the Institutions.
- c) The parties to this MoU may, by mutual consent, add, modify, amend, delete, review or revise any term(s) and condition(s) of this agreement.
- d) The parties to this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the other Institution, which is classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- e) This MoU does not obligate either MGM or SATHYABAMA to provide funds from its own or other sources unless agreed to in writing.
- f) The MoU shall remain in force for a period of three years from the date of its signature and seal, and may be terminated by either side by giving a 3 months' notice to that effect in writing. However, notwithstanding the notice of the intent to terminate the memorandum, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.



- g) Once terminated, neither MGM nor SATHYABAMA will be responsible for any losses, financial or otherwise, which the other Institution may suffer. However, while terminating, both the parties shall ensure that all activities in progress be allowed to undergo logical/successful end.
- h) Extension of MoU: Any extension of this MoU must be formally agreed in writing by the partners of MoU
- i) Resolution of Dispute: Should there be a dispute relating to any other aspect of research collaboration and cooperation, the respective Heads/Signatories/authorized representatives of the partners organizations will jointly resolve the dispute in spirit of independence, mutual respect and shared responsibility. However, in case of failure to reach a settlement, the dispute shall be resolved by way of arbitration under the provisions of Indian Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Chennai. The decision will be binding on both the parties. The courts at Chennai shall have the exclusive jurisdiction in case of any dispute between the parties.
- j) Research Cell: To ensure accountability and speedy implementation of the projects, Research cell of both the Institutions will take appropriate steps, so that more numbers of projects can be finalized in time.
- k) Mutual and separate responsibilities: Both the parties have agreed to the following terms regarding their mutual and separate responsibilities.

Mutual Responsibilities: All logistic support for the joint research, clinical and academic collaborations will be as per the policy of the both organizations. Any other logistic requirement for the mutually identified/agreed upon specific research project shall be delineated as per the need and provided as per the mutual decision & approval of the competent authority of the respective organizations. It has been agreed to by the parties that the cost of secretarial and clerical personnel, technicians and other scientific support personnel will be borne by the employer of such personnel. However, where mutually advantageous, costs of support personnel may be borne by one organization, which may either enter into agreement with the other, subject to the regulations of each, for the supply of certain services, equipment and other recurring



demands. The cost related to travel/lodging of the personnel from either the organizations for the research projects/training shall be borne by the employer of the personnel.

Separate responsibilities: Specific separate responsibilities of the Institutions shall be determined and clearly stated based on the merit of the project undertaken.

Common Responsibilities of both partners include:

- i. Guidance for establishment of research infrastructure as required.
- ii. Identify, provide technical support to develop specific research protocols to take up specific collaborative research projects as feasible.
- iii. Supervision of research project.
- iv. Carrying out any other responsibilities that both the organizations agree to be on mutual benefit.
 - a) IPR and Publication issues: The investigator or staff for the research projects shall not obtain intellectual property rights without prior approval of the either or both Institutes, as applicable. The parties have agreed to consult each other for any publication in respect of the any collaborative projects under this agreement. The contributors from both organizations will be included as authors or their contribution will be duly acknowledged as per guidelines for authorship at the time of publication of manuscripts.
 - b) Force Majeure: As agreed by the parties, neither of them shall be held responsible for non-fulfillment of their respective obligations under this agreement due to exigency of one or more of the events such as but not limited to acts of god, war, flood, earthquake, epidemics, riots, pandemics, civil commotion like that provided that the occurrence and cession of any such events, the party affected thereby shall give a notice in writing within 01(One) month of such occurrence or cessation. If conditions continue beyond six months, the parties shall then mutually decide about the future course of action.
 - c) Notices: All notices and other communications required to be served under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to one party by the other party in their registered addresses.



IN WITNESS WHEREOF, THE PARTIES THROUGH THEIR AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS MEMORANDUM OF UNDERTAKING AT CHENNAI ON THE DAY, MONTH & YEAR MENTIONED ABOVE

For and behalf of MGM Healthcare,
Chennai



Mr. Harish Manian
Chief Executive Officer
Date:

For and behalf of Sathyabama Institute of
Science and Technology, Chennai



Dr. T. Sasipraba
Vice Chancellor
Date: 6/8/21



Witnesses

Signature:



Name: Dr Anitha Chandrasekhar, MS, DMSc, PA-C

Designation: Cardiac Surgical Associate

MGM Healthcare, Chennai

Date: 6/8/21

Signature:



Name: Dr Maharshi Baswant

Designation: Scientist-C

Center for Nanoscience and Nanotechnology

Sathyabama Institute of Science and Technology, Chennai

Date: 6/8/21



SATHYABAMA UNIVERSITY - 8 OCT 2021
R. கார்த்திக்
முத்திரைத்தாள் விற்பனையாளர்
உ.எண்.5930/ஆ3/2008-21/19-12-03
எண். 119, T.H. ரோடு, காலடிப்பேட்டை,
சென்னை-19. செல் : 9444267700

MEMORANDUM OF UNDERSTANDING

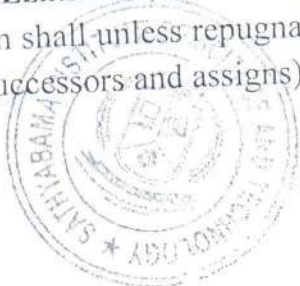
This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 11 th day of October, Two Thousand Twenty One (11-10-2021),

BETWEEN

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 **ONE PART.**

AND

VEI Technologies, having its Registered Office at No 244, First floor, Trunkroad, PSB complex, Poonamalee, Chennai-600056, represented by its **Director, Dr. B. Ezhilavan**, herein after referred to as **VEI Technologies**, a company (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the **OTHER PART.**



SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY being the **First Party** from and **VEI Technologies** being the **Second Party** are hereinafter jointly referred to as 'Parties'.

WHEREAS:

- A) Sathyabama Institute of Science and Technology is a Higher Educational Institution.
- B) **SATHYABAMA & VEI Technologies** believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) **VEI Technologies** is engaged in IT consulting, web applications and outsourcing services through an optimized technique. It focuses on delivering business solution by modernizing, consolidating the critical applications that support client business processes.

Nodal Incharge of Sathyabama Institute of Science and Technology :

Dr D S Jayalakshmi /Assistant Professor / Department of Physics

Nodal Incharge of VEI Technologies:

Dr . B. Ezhilavan

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

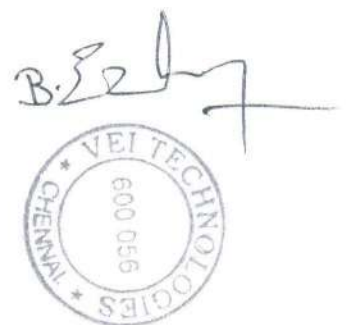


CLAUSE 1 CO-OPERATION

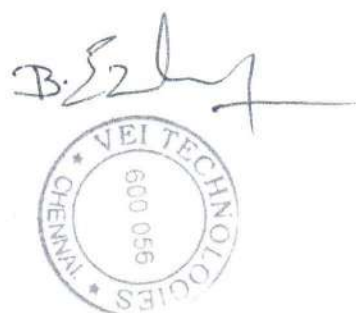
- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 **SATHYABAMA & VEI Technologies** co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of **SATHYABAMA** providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** **VEI Technologies** will give valuable inputs to the **SATHYABAMA** in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.



- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; **VEI Technologies** to permit the Faculty and Students of **SATHYABAMA** to visit its group companies and also involve in Industrial Training Programs for **SATHYABAMA**. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. **VEI Technologies** will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with **SATHYABAMA**.
- 2.4 **Internships and Placement of Students:** **VEI Technologies** will actively engage to help the delivery of the Internship and placement of students of **SATHYABAMA** into internships/jobs, as per AICTE internship Policy. **VEI Technologies** will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **–Web Development, activities and services.**
- 2.6 **Skill Development Programs:** **VEI Technologies** to train the students of **SATHYABAMA** on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** **VEI Technologies** to extend the necessary support to deliver guest lectures to the students of **SATHYABAMA** on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** **VEI Technologies** to train the Faculties of **SATHYABAMA** for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.



- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of **SATHYABAMA** to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **VEI Technologies**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **VEI Technologies**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both the parties will be discharged from their respective obligations.



CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **SATHYABAMA** and **VEI Technologies** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

AGREED:

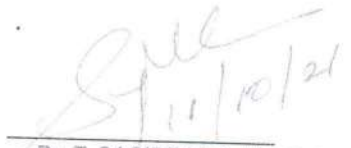
For and Behalf of

**Sathyabama Institute of Science
and Technology, Chennai**

AGREED:

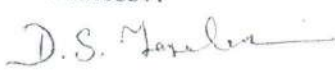
For and Behalf of

VEI Technologies, Chennai


Dr. T. SASIPRABA, M.E., Ph.D.,
Dr. T. Sasipraba, VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jawahar Gandhi Salai,
Chennai - 600 119.
Date: 11.10.2021


Dr. B. Ezhilavan
VEI TECHNOLOGIES
No 244, 1st Floor, Trunk Road,
Pudupattinam Complex, Poonamallee
Chennai
Date: 11.10.2021

Witness I:


(Dr.D.S.Jayalakshmi/
Assistant Professor /
Dept. of Physics,
School of S & H)

Witness I:

S. BALA MURUGAN
software developer






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 MESIC 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.

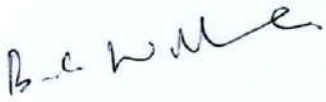
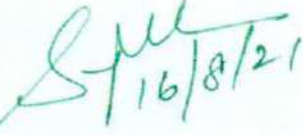
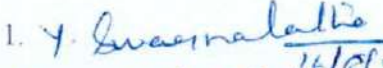
5. Termination:

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
 Jainaresh 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



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, Sholinganallur, 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. Ramiya]
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, Rajiv Gandhi Salai,
Chennai- 600 119.



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.

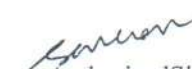
AGREED:

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

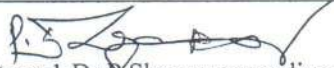
Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR

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


Authorized Signatory

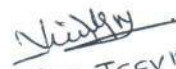
(S. ARUN KUMAR)

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. Shanmugapandiyan
Dean
School of Pharmacy



Witness2:


(M. JEEVITHA)



தமிழ்நாடு தமில்நாடு TAMILNADU

3 APR 2021

THIAGARAJAR COLLEGE
MADURAI.

CH 259098

S. யாசிள்

முத்தையாத்தாள் விற்பனை
உண். 5543/2020
சிவகங்கை

MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRE FOR DRUG DISCOVERY AND DEVELOPEMNT,

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, CHENNAI, INDIA

AND

THIAGARAJAR COLLEGE, MADURAI – 625 009, TAMIL NADU, INDIA

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on the 15th April, 2021 between CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY ("SIST CDDD") situated at RAJIV GANDHI ROAD, JEPPIAAR NAGAR, CHENNAI – 600119, TAMIL NADU, INDIA and

THIAGARAJAR COLLEGE, situated at 139- 140, KAMARAJAR SALAI, TEPPAKULAM, MADURAI, TAMIL NADU, INDIA.

SIST CDDD and **Thiagarajar College** are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

Preamble:

Whereas SIST – CDDD is hosting basic and applied research 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, Thiagarajar College, specifically through Dr. D. Pandiaraja, Principal, Thiagarajar College, Madurai, will focus on researching practical solutions in computer aided drug design (CADD), drug target identification, chemical synthesis, structure determination of the purified small molecules by NMR, X-ray crystallography and other biophysical and biochemical characterization. Anti TB screening, Anti-viral (HIV, HSC, HBV and Dengue) screening, anti Cancer assay, cytotoxicity testing, bio product development, bioprocess development, molecular cloning and recombinant DNA technology, infectious diseases diagnostics development, polyphasic microbial taxonomy and phylogenetic analysis.

Emphasis on natural products and processes for the food and agriculture industry to provide safe and wholesome foods and herbal medicine for the consumer, including microbiology testing services, molecular and biochemical testing, shelf-life testing, product evaluation and process validation.

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:

- Collaborate in evaluation of plant and microbial extracts for antimicrobial properties against food borne pathogenic bacteria
- 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.
- Technical consultancy activities of mutual interest;
- 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 duty 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 the parties. In all publications (papers, reports, etc.,) it will be duly

acknowledged that the work has been carried out by SIST-CDDD and Thiagarajar College 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.

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 JEPPIAAR NAGAR, CHENNAI-600 119. Similarly, any notice to be given to the THIAGARAJAR COLLEGE shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the THIAGARAJAR COLLEGE, sponsored projects, 139-140- KAMARAJAR SALAI, TEPPAKULAM, MADURAI, TAMILNADU, 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 as below.

<u>For and on behalf of</u> CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT (CDDD-SIST), CHENNAI	<u>For and on behalf of</u> THIAGARAJAR COLLEGE, MADURAI
	
Name : Dr.T. SASIPRABA	Name : Dr. D. PANDIARAJA
Title : VICE CHANCELLOR	Title : PRINCIPAL
Date : 29.10.2021 Dr. T. SASIPRABA, M.E., Ph.D., VICE CHANCELLOR	Date : 29.10.2021

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

Dr. D. PANDIARAJA
Principal
Thiagarajar College
Madurai



CE 286485

தமிழ்நாடு தமில்நாடு TAMILNADU
சேதி Sathyabama Institute
of Science and
Technology
13.12.2021
Chennai

najasehavan
M. இராஜசேகரன்.
பத்திரைத்தான் விற்பனையாளர்.
உரிமம் எண்: 7294/சு1/92-1.
552, காந்தி ரோடு, காஞ்சிபுரம்-1.

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (MoU) is made and entered into on this the 15th day of December, 2021 **BETWEEN PERIYAR UNIVERSITY**, Salem - 636 011, Tamil Nadu represented by its Vice Chancellor hereinafter referred to as 'PU' which expression shall where the context so admits, mean and include its successors, representatives and permitted assigns of the First part, AND

CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY (A Deemed to be University) situated at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai-600119 represented by its Vice Chancellor herein after referred to as 'SIST-CDDD' which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns of the other part.

Preamble:

WHEREAS, the PERIYAR UNIVERSITY established in the year 1997 by the Act 45 of Government of Tamil Nadu, is named after a renowned social reformer popularly called as "Thanthai Periyar". The University Grants Commission has granted 21 and 12(B) status during 1998 and 2005. The University is accredited by NAAC with 'A' grade in 2015. "Wisdom Maketh World" is the vision of Periyar University, as enshrined in the logo. There are 28 departments functioning with the research centers all catering to the needs of the students and society across the nation. The University has secured 73rd ranking in NIRF for the year 2021. The University is keen to bridge the gap between the academic, industrial and social activities. The University campus extends to about 100 acres accommodating the administrative and department buildings. Department of Microbiology had been instituted in the year 2008. The department is possessed with well qualified, dedicated and experienced faculty members and fosters research and development activities in major thrust areas in Microbiology. In addition to offering PG in Microbiology, the department is also offering M.Phil and Ph.D. programme to strengthen the academic and research limbs. The course contents have been devised to enable the students to successfully complete in any competitive examination, pursue academic research or become self-employed and entrepreneur. The department is currently running with impressive research project funded by Department of Bio-Technology (DBT), University Grants Commission (UGC), New Delhi and TNSCST. The department is having research collaboration with National Institute of Research in Tuberculosis (ICMR), Chennai and Indian Institute of Technology, Chennai. The main thrust area of research includes Microbial bioactive compounds, Bio-remediation, Enzyme Technology, Medical mycology and Bio-fertilizers. To develop organization capacity, leadership quality and personality development, the department is having Periyar University Microbiology Club (PUMIC) for conducting conferences and Guest Lectures every week.

M.2.2: 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:

- **Bio-prospecting:** 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 antiviral activities.
- **Medicinal Chemistry:** Purification, characterization and elucidation of the structure and novelty of the active compounds.
- **Proteomics and Genomics:** Exploration of microbial genomes and validation of the findings by proteomic analysis.

Scope of Work and Responsibilities:

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

- Collaborate in exploring novel microbial resources from under studied ecosystems in India
- Discovery of anti TB, antiviral and anti cancer molecules, nanoparticle synthesis using microbial resources (Actinobacteria, bacteria and fungi) for biomedical applications
- Exploring microbial resources for environmental, agricultural and aquacultural applications
- 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.
- Write joint research proposals for collaborative research and generating funds to both the institutes;
- Any other professional and scientific collaboration with mutual consent.

Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of each specific project under this MoU separately.

A four Member Steering Committee shall be constituted with two members each nominated by PU and SIST-CDDD to identify and co-ordinate the specific areas/activities

under this MoU and finalize the terms and conditions thereof.

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 has 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 case to case basis.

M.4.3. 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 by the Steering Committee.

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 PU and SIST-CDDD under this MoU between the parties.

Duration:

This Memorandum of Understanding shall be valid for a period of three years from the date of signing of the same and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon.

Termination:

Notwithstanding clause 6, this MoU may be terminated by either party by giving three 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.

Notices:

All notices and other communications required to be served on PU under the terms of this MoU, shall be considered to be duly served, if the same is delivered at or posted by email or registered mail to the Periyar University at its office in Periyar Palkalai Nagar, Salem 636011. Tamil Nadu. Similarly, any notice to be given to the SIST-CDDD shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the CDDD, Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Chennai-600119.

Arbitration:

9.1 In the event of any dispute or difference between the parties hereto, such differences shall be resolved amicably by mutual consultation. Where, it could not be resolved so, then it shall be referred to arbitration of two Arbitrators, one to be appointed by each party to the dispute and in case of difference of opinion between the said two Arbitrators, then to a third umpire appointed by the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators or umpire and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996.

Jurisdiction:

All legal disputes shall be subjected to the jurisdiction of the courts in Chennai, State of Tamil Nadu only.

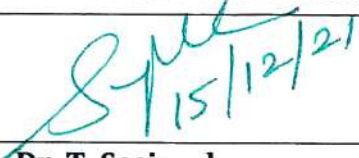
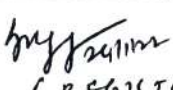
Modification:

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 on 15th day December, Two Thousand and Twenty one.

<u>For and on behalf of</u> Centre for Drug Discovery and Development (CDDD) Sathyabama Institute of Science and Technology	<u>For and on behalf of</u> Department of Microbiology Periyar University
 15/12/21	 (REGISTRAR i/c)
Dr. T. Sasipraba Vice Chancellor Sathyabama Institute of Science & Technology Rajiv Gandhi Road, Chennai – 600 119, Tamil Nadu, INDIA	for Prof. Dr. R. Jaganathan Vice Chancellor Periyar University Salem – 636 011. Tamil Nadu, INDIA



M Radhakrishnan

Dr. M Radhakrishnan

Scientist E
Centre for Drug Discovery + Development
Sathyabama Institute of Science & Technology
Witnesses (Name & Address)

Dr. R. Balagurunathan

Dr. R. Balagurunathan

Witnesses (Name & Address)

Dr. R. BALAGURUNATHAN

Professor & Head
Department of Microbiology
Periyar University
Periyar Palasat Nagar
Salem-636 011 TN



MEMORANDUM OF UNDERSTANDING

BETWEEN

SATHYABAMA

INSTITUTE OF SCIENCE & TECHNOLOGY

Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai,
Tamil Nadu 600119, India

And

Westminster College London

27 Old Gloucester St, London, WC1N 3AX, United Kingdom

Sathyabama Institute of Science & Technology (Sathyabama), 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 **Dr. Sundar Manoharan, Vice Chancellor** and **Westminster College London** represented by **Sayed Reza Abedi**, 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 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. Sathyabama Institute of Science & Technology hereby appoints **Dr. T. Sasipraba, Vice Chancellor**, Sathyabama Institute of Science & Technology and **Westminster College London** appoints **Sayed Reza Abedi** to co-ordinate and oversee all discussions between the Parties pursuant to this MOU.

4. 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.
5. It is understood that the parties will support each other at their own costs for the collaborative activities stated in Clause 2.
6. 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.
7. This MOU may be amended or modified by a written agreement signed by the representatives of both parties.
8. 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.
9. 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.
10. 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 Westminster College London

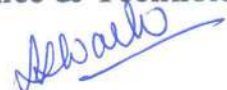
Seyed Reza Abedi

Principal

14 January 2020



For Sathyabama Institute of Science & Technology


Dr. S Sundar Manoharan

Vice Chancellor

Date: 20/01/2020





MEMORANDUM OF UNDERSTANDING BETWEEN	MEMORANDUM OF UNDERSTANDING BETWEEN
SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu 600119, India E CENTRO UNIVERSITÁRIO NEWTON PAIVA Rua José Cláudio Rezende, 420 – Buritis – Belo Horizonte/MG - Brazil	SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu 600119, India And NEWTON PAIVA UNIVERSITY CENTER José Cláudio Rezende street, 420 – Buritis – Belo Horizonte/MG - Brazil
Sathyabama Institute of Science & Technology (SU) , uma universidade privada estabelecida sob a Seção 3 da Lei UGC de 1956, localizada em Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu, Índia, representada pelo Dr. T. Sasipraba, Vice Chancellor e o Centro Universitário Newton Paiva (Newton) representado por Camila Ribeiro Romeiro , reconhecendo os benefícios para as respectivas instituições decorrentes do estabelecimento de vínculo internacional, celebram este Memorando de Entendimento (MOU).	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 and Centro Universitário Newton Paiva (Newton) represented by Camila Ribeiro Romeiro , recognizing the benefits to their respective institutions from the establishment of international link, conclude this Memorandum of Understanding (MOU).
1. O objetivo deste MOU é desenvolver a cooperação acadêmica e educacional e promover o entendimento mútuo entre as duas partes.	1. The purpose of this MOU is to develop academic and educational co-operation and to promote mutual understanding between the two parties.
2. As duas Partes concordam em desenvolver as seguintes atividades de colaboração nas áreas de interesse mútuo. i. Intercâmbio de alunos e funcionários ii. Pesquisa Conjunta iii. Desenvolvimento de Tecnologia iv. Seminário e conferência conjunta v. Troca de instalações e recursos vi. Publicação conjunta / patentes / direitos de cópia	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. O desenvolvimento e implementação de atividades específicas com base neste MOU serão negociados separadamente e acordados entre faculdades, departamentos, escolas ou institutos, que realizam os projetos específicos.	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. Fica entendido que as partes se apoiarão mutuamente às suas próprias custas nas atividades colaborativas estabelecidas na Cláusula 2.	4. It is understood that the parties will support each other at their own costs for the collaborative activities stated in Clause 2.
5. Caso as atividades de pesquisa colaborativa sob o MOU resultem em qualquer potencial para propriedade intelectual; ambas as partes devem buscar um entendimento equitativo e justo quanto à propriedade e outros interesses de propriedade que possam surgir.	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. Este MOU pode ser emendado ou modificado por um acordo escrito assinado pelos representantes de ambas as partes.	6. This MOU may be amended or modified by a written agreement signed by the representatives of both parties.
7. Este MOU é válido por um período de 5 anos a partir da data de assinatura por ambas as partes. Este MOU deverá ser renovado após ser revisado e renegociado por ambas as partes.	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. Este MOU pode, a qualquer momento durante seu período de validade, ser rescindido por uma das partes mediante notificação prévia por escrito à outra parte, o mais tardar seis meses antes da data de rescisão.	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. Todas as informações trocadas entre as Partes em relação a este MOU ou durante as discussões anteriores a este MOU e relacionadas a este MOU ou a qualquer assunto contemplado por este MOU, e quaisquer discussões mantidas entre as Partes são CONFIDENCIAIS para elas e não podem ser divulgadas a qualquer terceiros durante o período deste MOU.	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 Centro Universitário Newton Paiva

Camila Ribeiro Romeiro

Name: **Camila Ribeiro Romeiro**

Designation: **Reitora**

Date:

For **Sathyabama**
Institute of Science & Technology

Name: **Dr. T. Sasipraba**

Designation: **Vice Chancellor**

Date: **27/2/21.**

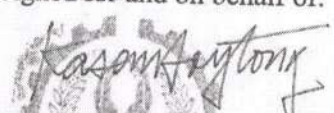


Memorandum of academic cooperation between

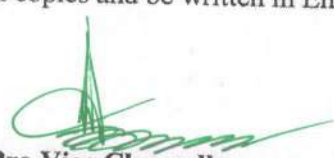
Association of Agricultural Technology in Southeast Asia (AATSEA), Thailand and Pro Vice Chancellor, Dr. Wilson Aruni, Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Chennai-600119, India. This memorandum of academic cooperation (herein after referred to as "Memorandum") is made and entered into and executed on. With the objective of strengthening their mutual cooperation, **Association of Agricultural Technology in Southeast Asia (AATSEA), Thailand and Pro Vice Chancellor, Dr. Wilson Aruni, Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Chennai-600119, India** (hereinafter referred to respectively as a party and collectively as parties to this Memorandum) have concluded the following:

- 1 The collaboration between the parties shall be undertaken with the objective of promoting academic and research ties between the parties. Such collaboration shall include educational and research activities in the disciplines of natural sciences and related areas.
2. The parties agree that, subject to the terms that are to be further considered and agreed upon in writing according to clause 3 herein, their collaboration will include but not be limited to the following areas:
 - i. Mutual exchange of students
 - ii. Mutual exchange of academic staff and/or researchers
 - iii. Collaborative research and collaborative publication of research outcomes by academic staff and researchers; or
 - iv. Collaborative academic programs at postgraduate levels.
 - v. The award of dual post- graduate degrees.
3. The term of the specific areas of collaboration stated hereinabove in clause 2 shall be further considered and agreed upon in writing by the parties prior to the initiation of any particular activity.
4. The parties agree that this Memorandum shall not be a legally binding agreement giving raise to any legal relationship, rights, duties or consequences, but is only a definite expression and record of the purpose of the parties are bound in honor only.
5. This memorandum may be amended by the mutual agreement of both parties.
6. This memorandum shall remain in effect for a period of three (3) years from the mutual written agreement of both parties. The memorandum can be terminated at any time by either party upon provision of six (6) months written notice to the other party.
7. This memorandum has done in two original copies and be written in English.

Signed for and on behalf of:


President
Dr. Kasem Soyong,
Association of Agricultural Technology in
Southeast Asia (AATSEA), Thailand

Date: 3 March 2021


Pro Vice Chancellor
Dr. Wilson Aruni
Sathyabama Institute of Science and
Technology, Jeppiaar Nagar,
Chennai-600119, India
Date:

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.

ADDENDUM A

**Implementation of the Student exchange Program between
Association of Agricultural Technology in Southeast Asia (AATSEA), Thailand and
Pro Vice Chancellor, Dr. Wilson Aruni, Sathyabama Institute of Science and Technology,
Jeppiar Nagar, Chennai-600119, India,**

Pursuant to the memorandum of Academic Cooperation Agreement between Association of Agricultural Technology in Southeast Asia (AATSEA), Thailand and Pro Vice Chancellor, Dr. Wilson Aruni, Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Chennai-600119, India, dated _____, we undersigned agreement to work cooperatively to implement the Student Exchange Program ("Program"). The specifics regarding this Program are as follows:

1. Modes of Collaboration

The Program shall include undergraduate and postgraduate students in the academic fields offered at each respective institution. Any exchange of students under the Program shall be conditional upon the written mutual consent of both institutions (as here in after defined) shall be accredited by the Home Institutions (as here in after defined) subjected to express terms and conditions that shall be communication by the Home Institutions to the Host Institutions.

2. Coordination

The Program will be coordinated by the Association of Agricultural Technology in Southeast Asia (AATSEA), Thailand and Pro Vice Chancellor, Dr. Wilson Aruni, Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Chennai-600119, India.

3. Number of exchange students

The number of program participants from each institution shall reach an equal cumulative total by the end of the (as herein after defined) of this addendum. If any imbalance exists after the end of the term, both parties will work to obtain the corresponding balance within the term of subsequent extensions of this addendum (if any).

4. Selection of exchange students

1. Each institution will endeavor to publicize the exchange opportunities under the program to its respective students.
2. The host institution will specify to the home institution, the credentials required for candidates as well as the deadlines by which these materials must be submitted.
3. The appropriate governing body at the host institution may accept or reject any applicant from the home institution.

5. Responsibilities of the institutions

The host institution shall undertake to send all necessary information pertaining to the individual student's exchange term under the program to the home institution in a timely manner prior to the arrival of the said students. The host institution shall make all reasonable endeavors to ensure the necessary arrangements are in place for the said students, which shall include preparation in respect of the study program and living arrangements for the students during the exchange term.

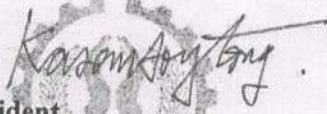
Dr. A. WILSON ARUNI, Ph.D., FAMPV.
PRO-VICE CHANCELLOR

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



1. The host institution shall provide appropriate academic advice, orientation, counseling and support for the visiting students.
 2. The host institution shall provide the documentation regarding each student's academic performance during the exchange year, which shall be sent directly to the home institution.
 3. Both institutions shall endeavor information on scholarship opportunities that may financially assist the participants to the program.
6. **Responsibilities of the program participants**
Each program participant shall be offered accommodation as well as laboratory facilities and field trips by each side. to exempt these students from payment of the same at the host institution.
7. **Miscellaneous**
1. This addendum shall become effective from the date of signature by both parties and shall remain effective for three years (herein referred to as the "term"). Either party may, subject to the mutual written agreement of the other party, extend the term of this addendum by issuing a written request for such an extension at least three months prior to the event that term of this addendum.
 2. In the event that the memorandum of academic cooperation becomes null and void or terminated for any reason whatsoever, this addendum shall be automatically terminated.
 3. This addendum may be amended by mutual written agreement of both parties.
 4. This addendum is written in English.

Signed for and on behalf of:


President
Dr. Kasem Soyong,
Association of Agricultural Technology in
Southeast Asia (AATSEA), Thailand

Date: 3 March 2021


Pro Vice Chancellor,
Dr. Wilson Aruni
Sathyabama Institute of Science and
Technology, Jeppiaar Nagar,
Chennai-600119, India
Date:

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.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT,
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, CHENNAI, INDIA
AND
ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA, USA

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 the Vice Chancellor; AND **ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA ("UNIVERSITY")**, situated at 888 N. Euclid Ave., Rm 515, Tucson, Arizona 85719-4824, USA, represented by Mark Drury; individually, a "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, the University of Arizona, specifically through Dr. Sadhana Ravishankar's laboratory in the School of Animal and Comparative Biomedical Sciences, focuses on researching practical solutions towards a significant reduction in human foodborne illnesses by improving the safety of foods. Emphasis is on natural products and processes for the food industry in order to provide safe and wholesome foods for the consumer, including microbiology testing services, molecular and biochemical testing, shelf-life testing, product evaluation and process validation. The two major research areas are: understanding the survival of foodborne pathogens in production environments; and controlling them using natural ways.

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:

- Collaborate in the evaluation of plant and microbial extracts for antimicrobial properties against foodborne pathogenic bacteria.
- The above areas of research are not restricted but decided mutually upon, based on the necessity of the goals of the project and the expertise of the Parties. 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 institutions as needed.
- Technical consultancy activities of mutual interest.
- Extend access to library and knowledge sharing facilities mutually for both students and faculties in both institutions.
- Extend 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 institutions.
- Exchange faculty for guest lectures.
- Publish papers and generate IPR to benefit both 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 "Confidential Information" when such information is: (a) (if disclosed in written, electronic or other tangible form) is conspicuously marked as "confidential," or other similar designation; or (b) (if disclosed in oral or visual form or observed while on the premises of the disclosing Party), is identified in writing as confidential at the time of disclosure or within thirty (30) days of such disclosure. Confidential Information will be disclosed only to those persons in the recipient Party's organization that have a need to know for purposes of this MOU. All Confidential Information will be kept in confidence for the duration of this MOU and for a period of three (3) years after termination or expiration of this MOU. Confidential Information does not include information that: (a) at the time of the disclosure, is generally available to the public or thereafter becomes generally available to the public through no act or omission of the receiving Party; (b) is developed by the receiving Party independently of and without use of or access to the Confidential Information; (c) is disclosed to the receiving Party by a third-party who has a right to make such disclosure; (d) was already in the receiving Party's rightful possession prior to the time of receipt from the disclosing Party, as evidenced by the receiving Party's written records; or (e) is required to be disclosed to a third-party by applicable laws or court actions.

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.

Neither Party shall file any application for seeking intellectual property rights (IPR) solely in its own name or in the name of its associates or any other person(s) when such application uses information resulting directly from research conducted by both Parties under this MOU.

However, the Parties may jointly seek IPR as mutually agreed on a case-by-case basis. Nothing herein shall prevent a Party from seeking IPR in information either: without contributions from the other Party; or created outside the scope of this MOU.

The extent of ownership shall be determined upon the relative intellectual inputs made by the Parties. The right to negotiate, execute and administer any agreement covering IPR, including management of expenditures incurred and to be incurred for seeking and maintaining IPR shall be as dictated in separate inter-institutional agreements executed between the Parties.

Publication

Publications, if any, in respect of the activity under this MOU shall be in the names of involved personnel from both Parties. In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by SIST-CDDD and UNIVERSITY 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 Arizona legislature. This MOU is also subject to cancelation for conflicts of interest on the part of individuals negotiating agreements on behalf of the State of Arizona, in accordance with A.R.S. § 38-511.

Notices

All notices and other communications required to be served on SIST-CDDD under the terms of 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 UNIVERSITY OF ARIZONA, Sponsored Projects, 888 N. Euclid Ave., Rm. 515, Tucson, AZ 85719-4824, USA.

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.

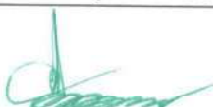
Compliance

Each party agrees to be bound by their applicable rules governing equal employment opportunity, nondiscrimination and immigration.

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.

<u>For and on behalf of</u> Centre for Drug Discovery and Development (CDDD-SIST)	<u>For and on behalf of</u> Arizona Board of Regents on behalf of the University of Arizona
	
Name: Dr. Wilson Aruni	Name: Stephen G. Harsy
Title: Pro Vice Chancellor	Title:
Date:	Date:
	Stephen G. Harsy, PhD cn=Stephen G. Harsy, PhD, o=Director, Contracting, ou=University of Arizona, email=harsy@arizona.edu, c=US 2021.03.24 15:48:08 -07'00' 2021.001.20145

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.



MEMORANDUM OF UNDERSTANDING

BETWEEN



SATHYABAMA

INSTITUTE OF SCIENCE & TECHNOLOGY

Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai,
Tamil Nadu 600119, India

And

United International University

United City, Madani Avenue, Badda, Dhaka 1212, Bangladesh,

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** and **United International University (UIU)**, a government approved private university established under Private University Act 1992 and 2010, located at United City, Madani Avenue, Badda, Bangladesh represented by **Prof. Dr. Chowdhury Mofizur Rahman, 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 United International University



Name: **Dr. Chowdhury Mofizur Rahman**

Designation: **Vice Chancellor**

Date: January 06, 2021

**For Sathyabama
Institute of Science & Technology**



Name: **Dr. T. Sasipraba**

Designation: **Vice Chancellor**

Date: **12/4/21**





क. पी. कोडा ७ तमिलनाडु TAMIL NADU
19 APR 2021

Sathyabama - TS

90AB 652204

KP
K. PORKODI
STAMP VENDOR
License No:23/CH(S)2010 dt. 28.02.2011
Sholinganallur, Chennai - 600 119.
044-42154999

Memorandum of Understanding

The Memorandum of Understanding (MOU) is signed between the said parties in duplicate on 28th April 2021

Between

PERITUM PARTNERS a partnership firm having its office at A5, 2nd Floor, No.3, 4th Cross Road, Sadhana Apartments, R A Puram, Chennai 600028 (Hereinafter referred to as the "Peritum Partners" which expression shall, unless the context otherwise requires, means and includes its successors and permitted assigns) of the ONE PART and represented by its **Founding Partner**, **Karthik Jayakumar**

And

M/s. SOCIETY OF SATHYABAMA UNIVERSITY - TECHNOLOGY BUSINESS INCUBATOR a Society registered under The Tamil Nadu Societies Registration act, 1975. supported by NSTEDB-DST, Govt of India and having its Regd. office at Col. Dr. Jeppiaar Research Park, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai-600 119 (Hereinafter referred to as the

“Sathyabama - Technology Business Incubator” or “TBI” or “Organisation” which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.) of the OTHER PART and represented by its **Head – TBI, Dr.B.Sheela Rani**

Whereas:

- A.** Peritum partners endeavours to provide legal support in order to develop an ecosystem facilitating ideas sailing through industry for public benefits. Peritum partners assists innovators, creators, entrepreneurs in strategizing their business growth based on innovative solutions. Peritum partners supports businesses from initiation of ideas/concepts until successful implementation of the same in the market.
 - B. Peritum partners and Sathyabama - Technology Business Incubator,** have appreciated each other's objectives in promoting excellence in knowledge sharing and development, training and professional education in the area of Entrepreneurship and Trade doing joint researches and reports, field survey and evaluations, EDP, etc., and are desirous of entering into an MOU for mutual benefit and advantage and have reached the following understanding.
1. This Mou sets forth our agreement concerning the services to be provided by us to the incubatees of Sathyabama Technology Business Incubator.
 2. Both the Parties here to have identified the following areas and agree to Mutually co-operate to the fullest extent;
 - a. Strengthen the Incubation activities.
 - b. Assisting in evaluation of business model.
 - c. Any other cooperation as mutually agreed.
 - d. Joint workshops to boost startup ecosystem.
 - e. Mentor support/Consultation/Advisory
 - f. Fund Raising activities
 - g. Bring investment opportunities for startups
 - h. Tie ups with other incubation centres for alignment of programs.
 - i. IP related service/ guidance provision to entrepreneurs and startups.

All the workshops done in association with Sathyabama Technology Business Incubator will not be charged.

3. Scope of Services. Peritum Partners shall assist the incubatees with their legal requirements from time to time. Peritum Partners however does not provide tax/financial advice. The scope of services includes: (i) review and drafting of agreements in relation to the incubatees, (ii) general legal advisory on matters pertaining to the incubatees, support until litigation (including drafting and responding to legal notices) for the incubatees, (iv) investment documentation (share subscription agreements, share purchase agreements, shareholders agreement etc) and termsheet vetting for the incubatees and (v) litigation matters relating to the incubatees; (vi) Peritum Partners shall be required to provide workshop assistance/seminars free of cost to the Client, at the Client's request.

4. Fees. Time devoted in assisting the incubatees with their legal requirements will be billed to the incubatees on the basis of mutual discussions, while constantly keeping the Client in the loop. The terms of this MOU shall be valid for a period of 2 year from the date of signing this MoU. Post the expiry of this MoU for engagement/empanelment, the MOU can be restructured/extended. Peritum Partners shall enter into separate mutual agreements with each of the incubatees for services we provide to them, which shall set out discounted and preferential pricing on all services to be provided.
5. Expenses. The incubatees will also be billed on a case-to-case basis at a concessional rate as we are partnering with the Client. Payments by incubatees shall be subject to applicable taxes and deductions.
6. Invoices. All invoices for the fees and other expenses, etc., will be submitted to the incubatees according to the separate agreements to be signed with such incubatees. Sathyabama Technology Business Incubator shall not have any payment obligation on behalf of the incubatees, whatsoever.
7. Non-disclosure. Information acquired by us in connection with this engagement will not be divulged to any third party other than in accordance with your instructions, or as may be required to provide the services under this arrangement directly or through other counsel, or if required pursuant to applicable law, rule or regulation, or where requested or required by any court or arbitrator, or any regulatory, supervisory or professional body, or for our own tax or insurance purposes. Any disputes arising between the parties shall be resolved by arbitration at Chennai under the Indian Arbitration and Conciliation Act, 1996.
8. Termination. Both parties shall have the right to terminate our engagement at any time. In the event of a termination, we will immediately arrange to turn over to the incubatees all available files associated with the representation and reasonably cooperate with the incubatees and its counsel in the transition of representation as directed by the incubatees.
9. Liability. Peritum Partners shall not be required to incur any liability in relation to any work done for the incubatees.

Date : 28th April 2021

For and on behalf of
Peritum Partners

Karthik Jayakumar

Name : Karthik Jayakumar
Designation : Founding Partner
Address : Chennai

For and on behalf of
Sathyabama - Technology Business
Incubator

B. Sheela Rani

Name: : Dr. B. Sheela Rani
Designation: Head-TBI
Address : Chennai

Dr. B. SHEELA RANI, M.S.(By Research), Ph.D.,
Head - TBI

SATHYABAMA
TECHNOLOGY BUSINESS INCUBATOR
(Supported by NSTEDB-DST, Govt of India)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.

For PERITUM PARTNERS

PARTNER





तमिलनाडु TAMIL NADU
19 APR 2021

Sathyabama - BI

90AB 652205
K. PORKODI
STAMP VENDOR
License No: 23/CH(S): 010 dt. 28.02.2011
Sholinganallur, Chennai - 600 119.
044-42154999

Memorandum of Understanding

The Memorandum of Understanding (MOU) is signed between the said parties in duplicate on 28th of April 2021.

Between

Boudhik Ventures Private Limited is a Private incorporated on 15 December 2017. It is classified as Non-govt. Company and is registered at Registrar of Companies, Delhi, - India, (hereinafter referred to as **Boudhik Ventures** which expression shall, unless the context otherwise requires, means and includes its successors and permitted assigns) of the ONE PART and represented by its **Co-Founder & Director, Mr. Saurabh Trivedi**.

And

M/s. SOCIETY OF SATHYABAMA UNIVERSITY – TECHNOLOGY BUSINESS INCUBATOR a Society registered under The Tamil Nadu Societies Registration Act, 1975, supported by NSTEDB-DST, Govt of India and having its Regd. office at Col. Dr.

Jeppiaar Research Park, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai-600 119 (Hereinafter referred to as the "**Sathyabama - Technology Business Incubator**" or "**TBI**" or "**Organisation**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.) of the OTHER PART and represented by its **Head-TBI, Dr.B.Sheela Rani**

Whereas:

- A. Boudhik Ventures** came into existence to develop an ecosystem facilitating ideas sailing through industry for public benefits. Boudhik Ventures assists innovators, creators, entrepreneurs in strategizing their business growth based on innovative solutions. Boudhik Ventures supports businesses from initiation of ideas/concepts until successful implementation of the same in the market.
- B. Boudhik Ventures and Sathyabama - Technology Business Incubator**, have appreciated each other's objectives in promoting excellence in knowledge sharing and development, training and professional education in the area of Entrepreneurship and Trade doing joint researches and reports, field survey and evaluations, EDP, etc., and are desirous of entering into an MOU for mutual benefit and advantage and have reached the following understanding.
 - 1. Both the Parties here to have identified the following areas and agree to Mutually co-operate to the fullest extent;
 - a. Strengthen the Incubation activities.
 - b. Assisting in evaluation of business model.
 - c. Any other cooperation as mutually agreed.
 - d. Joint workshops to boost startup ecosystem.
 - e. Mentor support/Consultation/Advisory
 - f. Fund Raising activities
 - g. Bring investment opportunities for startups
 - h. Tie ups with other incubation centres for alignment of programs.
 - i. IP related service/ guidance provision to entrepreneurs and startups.

Financial Charges if applicable any will be discussed based on case to case of each and every programme.

- 2. Under the association, the company does not have any financial implications, but agrees to cooperate to strengthen the **Sathyabama - Technology Business Incubator** through mentoring and guidance of the incubatees registered under it.
- 3. The duration of this MOU shall be for a period of 2 years unless terminated by either Party after giving three (3) months' notice in writing.
- 4. The participation by each party under this agreement is based on the mutual understanding for the benefit of the budding entrepreneurs and industry capacity building.

5. This MOU and the rights and responsibility of the Party under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India.

5.1 The Parties shall endeavour to resolve any disputes relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussion and mutual negotiation in good faith. However, if the dispute remains unresolved over the period of 30 (Thirty) days after commencement of discussions, the same shall be decided by way of arbitration.

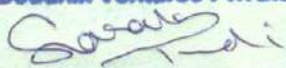
The arbitration of such disputes would be handled by sole arbitrator to be mutually appointed by the parties. The arbitration shall be conducted in pursuance of provisions of Arbitration and Conciliation Act, 1996 and the place of arbitration shall be at Chennai and the language of the arbitration shall be in English. The cost of arbitration shall be borne by the parties equally whereas, the parties shall bear their own costs as to litigation expenses including fees of the legal counsels.

5.2 Subject to herein above provided, courts at mutually agreed location, alone shall have jurisdiction on all matters arising out of, concerning to, or touching upon this Agreement.

A Coordination Committee will consist of one nominee each from **Boudhik Ventures and Sathyabama - Technology Business Incubator**, to coordinate and monitor the mutually agreed areas of cooperation and all related operational matters within the framework of the regulations of **Sathyabama - Technology Business Incubator** and the objectives outlined by **Boudhik Ventures**.

For and on behalf of
Boudhik Ventures Private Limited

For Boudhik Ventures Private Limited



Director/Authorised Signatory

Name : Saurabh Trivedi
Designation : Director
Address : 204, Dlf star tower, Sector-30,
Gurgaon Haryana, India-122001

For and on behalf of
Sathyabama - Technology Business Incubator



Name : Dr.B.Sheela Rani
Designation: Head-TBI
Address : Jeppiaar Nagar, Rajiv Gandhi
Road, Chennai-600 119

Dr. B. SHEELA RANI, M.S.(By Research), Ph.D.,
Head - TBI

SATHYABAMA

TECHNOLOGY BUSINESS INCUBATOR
(Supported by NSTEDB-DST, Govt of India)

Jeppiaar Nagar, Rajiv Gandhi Satal,
Chennai - 600 119.



தமிழ்நாடு TAMIL NADU

19 APR 2021

Sathyabama - 7031

90AB 652203

KP
K. PORKODI

STAMP VENDOR
License No: 23/CH(S)2010 dt. 28.02.2011
Sholinganallur, Chennai - 600 119.
044-42154000

LETTER OF CO-OPERATION

This Letter of Co-operation (hereinafter referred to as the "Letter") is executed at Chennai on the 28th day of April 2021

BETWEEN

M/s. MAHARAJINI CONSULTANCY LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership act, 2008 and having its Regd. office at G 1, Ground Floor, No.63 Rama Street, Nungambakkam, Chennai - 600034 (Hereinafter referred to as the "**Service Provider**" or "**SATTRA**" (Brand Name) or "**LLP**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.) and represented through its authorized signatory Ms. Joshita Ramanathan D/o Ramanathan as ONE PART

AND

G. Kuntla

B. Sheela Rani

Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
DIRECTOR (RESEARCH)

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

M/s. SOCIETY OF SATHYABAMA UNIVERSITY - TECHNOLOGY BUSINESS INCUBATOR a Society registered under The Tamil Nadu Societies Registration Act, 1975. supported by NSTEDB-DST, Govt of India and having its Regd. office at Col. Dr. Jeppiaar Research Park, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai-600 119 (Hereinafter referred to as the "**Sathyabama - Technology Business Incubator**" or "**TBI**" or "**Organisation**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.) and represented through its authorized signatory Dr.B.Sheela Rani, Head - TBI of the OTHER PART.

Hereinafter both the parties mentioned above are collectively referred to as "Parties" and individually as "Party", as the context demands.

WHEREAS:

1. The Service Provider has agreed to provide services to the incubatee referred by the TBI on the following terms and conditions:-

NOW THEREFORE THIS LETTER OF CO-OPERATION WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Service Provider agrees to render services such as Accounting, Legal, Secretarial, Auditing, Valuation and Business consulting service to the Incubatee of the TBI.
2. That the Service Provider agrees to provide the services to the incubatee only if referred through any of the authorized Signatory of the TBI.
3. That the Service Provider agrees to give intimation about the work undertaken or any changes with regard to the work undertaken shall be given through Email only and not any other mode.



Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
DIRECTOR (RESEARCH)
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119

4. That the Service Provider and the TBI agrees to create a common Google drive for accessing the documents of the incubatee relating to the service to be provided by the Service Provider.
5. That the Service Provider agrees to conduct video sessions twice a month for one hour each session for mentoring and for basic discussions relating to compliance and filings to be done by the incubatee. Any further Consulting shall be charged based on per hour basis.
6. That the Service Provider's Professional fees will be charged on case to case basis or requirement basis as agreed upon. That the services mentioned above will be commenced only upon the upfront payment of Professional and Reimbursement proforma invoice.
7. That the Professional fee charged to the incubatee is on concessional basis and shall be confidential and the TBI or the incubatee referred by the TBI shall not disclose any such information relating to the Professional fee charged for the service rendered by the Service Provider.
8. That the TBI is not responsible for the payment of the Professional fee charged by the service provider to the incubatee.
9. The TBI or the Service Provider at any time may terminate, the Consulting Period for any reason, with cause, by giving 30 days advance written notice to the other party. The work undertaken prior to termination shall be performed and all dues settled in full to the Service Provider.
10. The tenure of the agreement shall be 1 year which may be extended upon mutual consent.
11. That all differences and disputes arising between the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The provisions of this Letter shall be governed by and construed and enforced in accordance with the laws of India.
12. (i) This Letter contains all the understandings and representations

B. Sheela Rani

Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
DIRECTOR (RESEARCH)

SATHYABAMA

INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)

Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.

between the Parties relating to the matters referred to herein.

(ii) This Letter shall not be amended or modified in any respect except in writing executed by a duly authorized representative of each Party.

13. The parties agree and understand that this Letter may be signed in duplicate and that each party will retain an original.

IN WITNESS WHEREOF the parties to this Letter Of Co-operation have put their signatures and executed on the 28th Day of April 2021, in presence of the following witnesses.

For and on behalf of
Maharajini Consultancy LLP

R. Joshita



Name : Joshita Ramanathan
Designation : Partner
Address : Chennai

For and on behalf of
Sathyabama - Technology Business
Incubator

B. Sheela Rani

Name: : Dr.B.Sheela Rani
Designation: Head-TBI
Address : Chennai
Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
Head - TBI

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Chennai - 600 119.

WITNESSES:

1. *Govardhan P*

GOVARDHAN P

No 56, 4TH CROSS STREET,

2. SENTHIL NAGAR, KOLATHUR,
CHENNAI - 600099

S. Praveen Kumar

S. PRAVEEN KUMAR

A14 114 RAMA STREET

NEEMBARKKAM CHENNAI 74

B. Sheela Rani

Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
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