



CHENNAI TAMILNADU

20 JUN 2019

SATHYABAMA INSTITUTE OF SCI. & TECHNOLOGY

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### Memorandum of Understanding

between

VGP Marine Kingdom Private Limited, Chennai – 600 115

and

Sathyabama Institute of Science and Technology, Chennai – 600 119

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 22<sup>nd</sup> (Saturday) day of the month of June in the year 2019 between the VGP Marine Kingdom Private Limited, Chennai herein called First party on ONE PART and Sathyabama Institute of Science and Technology, Chennai hereinafter called Second party on the OTHER PART (who for the purpose of this MoU are herein after collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two organizations, have decided to enter into long-term collaboration for

promotion of human resource development, sustainable community development, marine environment, livelihood promotion, integrating aquarium research and action, oceanarium and marine biodiversity policies and conservation programs, integrate aquatic environmental educational initiatives, integrating the students from schools and colleges to participate in the awareness program on marine animals in their ecosystem and volunteering activities on oceanarium, information sciences and other identified mutual areas.

WHEREAS the "First Party" is **VGP Marine Kingdom Private Limited (VGP-MKD)**, VGP Group has ventured out in to the aquarium space. A most ultra model tunnel Aquarium has been built at their adjacent property of the VGP Theme Park on the East Coast Road, Chennai, which is a tourism corridor of Southern India. A foreign company specialist in Aquarium has been engaged from designing to execution of the project. It will be the first of its kind, Aquarium in India, with a underwater tunnel, similar to the ones in Sentosa, Singapore and other aquarium in the world. The project cost is Rs.115 crores. The aquarium is opened for the public for the summer of 2019. The visitors of the Theme Park of VGP will have an additional attraction to see and experience during their visit to VGP. There are 35 exhibits with big and small tanks containing both fresh water and marine water fishes. To make it interesting the Aquarium has been designed with five zones, viz Rainforest, Gorge, Mangrove, Coastal and Deep Ocean. The respective zone has been exhibited. The main attraction of the facility is the tunnel aquarium which is 70 mtrs long and will provide visitors excellent under water experience. There is a walkalator provided in the tunnel, one can step in the walkalator and they will be taken fully around the tunnel back to the entry point. There are different types of exotic fishes introduced in to the main aquarium tunnel including shark, sting rays and other small fishes from the ocean. The acrylic tanks have been imported from Germany, the world class suppliers of Aquarium industry. Safe support systems for the fish are designed in such a manner that the water quality is maintained to give a habitat equivalent to their natural habitat. The entire facility is air-conditioned so as to give a pleasant atmosphere to the visiting public. The other important aspect of the Aquarium is to provide educational knowledge to the visiting children and students. There will be teaching labs which will provide hands on information to the children about marine. i.e., Marine Biologist will be brought in periodically for educative sessions. The core idea of the

Aquarium reflects commitment to conserving nature and saving fishes from extinction. The children of India are definitely going to benefit from this facility.

AND WHEREAS the "Second Party" is **Sathyabama Institute of Science and Technology (SIST)**, a Christian Minority Institution, formerly known as Sathyabama Engineering College was established in 1987 by Dr. Jeppiaar. It is a premier institute imparting knowledge in the areas of engineering, science, technology and education. The institution's progress and contribution to the field of technical education for over two decades resulted in granting Deemed University status on 16<sup>th</sup> July, 2001 and University status on 13<sup>th</sup> September, 2006 under section(3) of the UGC Act, 1956 by the Ministry of Human Resources Development, Government of India. The SIST has been awarded as Category "A" institute by Ministry of Human Resources Development (MHRD), Government of India and accredited by NAAC and also certified with DNV- GL ISO 9001 standard. Untiring efforts of faculty, students, management and positive academic ambience prevailed in the campus has led SIST to be ranked in 41<sup>th</sup> position by National Institutional Ranking Framework (NIRF 2019), Ministry of Human Resource Development, Government of India. SIST has been ranked as one among the top 50 Universities in NIRF for the 4 consecutive years. The SIST has a sprawling campus of 129 acres. The SIST offers 27 programmes at UG level and 41 programmes at PG level in all disciplines. The SIST has excellent infrastructure facilities including modern laboratories, library with multimedia facilities, internet and other general amenities. The SIST is also having 14 research centres to carry out research and extension in the domains of Ocean Research, Remote Sensing And Geoinformatics, Nanoscience And Nanotechnology, Climate Change Studies, Earth And Atmospheric Sciences, Waste Management, Laboratory Animal Technology, Drug Discovery And Development, Space Technology, Robotics And Automation, Quality Assurance And Non Destructive Evaluation, Advanced Electronic Test Engineering ([www.sathyabama.ac.in](http://www.sathyabama.ac.in)).

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

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term

collaboration in the areas of marine ecology and environment, marine biodiversity and conservation, aquaculture, larviculture, microalgal and live feed culture, aquatic disease diagnosis and health management, fish biology, aquatic feed management, microbiology and water quality management, fish museum, underwater observation and imaging, diving, aquascaping, collaborative workshops/trainings/seminars/conferences, and any other areas related directly or indirectly to the objectives of Centre for Ocean Research, Col. Dr. Jeppiaar Research Park, **Sathyabama Institute of Science and Technology** and **VGP Marine Kingdom Private Limited**. The terms of individual programs and activities shall be mutually discussed and agreed upon in writing by the parties prior to their initiation.

## **Article 1. Scope**

- 1.1 Both the parties will mutually recognize the other party as an Institution for conducting collaborative research related to their requirement of the research students in accordance with both the PARTIES' rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mutually agreed domain within the approved disciplines/divisions.
- 1.3 Oceanarium and Aquarium facility and testing lab facilities available with the First party and the Second party will be made available to the faculty and research scholars of the other party. However, the costs of specific consumables and other research materials like fish samples will be borne by the respective institution to utilize them for their research.
- 1.4 There can be visits of students between the institutions for academic, research and training purposes. Special guest lectures by faculty fellows of one institution can be arranged for the students of the other institution as per the need of the respective institution. The duration of exchange visits will be determined by mutual consent between both the parties.

## **Article 2. Management**

- 2.1 First party and Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective

implementation of this MoU.

- 2.2 The parties or their authorized representatives will meet at the beginning of the operation of this MoU and atleast once in a year alternatively in the institutions of the First party and the Second party to review the activities carried out as proposed in this MoU. This meeting shall include presentation on the academic and research activities, which should be open to the students and scientists involved in these activities.

### **Article 3. Exchange of Information**

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

### **Article 4. General Provisions**

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of both the parties.
- 4.4 Any research publications arising out collaborative projects will be jointly published based on the research contributions of both the parties
- 4.5 All questions related to this MoU arising during its term will be settled by the parties on mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution of dispute, if any.
- 4.6 All questions not foreseen, related to this MoU will be handled by the parties by mutual agreement.

## **Article 5. Intellectual Property Rights**

- 5.1 Both the parties will be expected to ensure protection of the Intellectual Property Rights( IPR) generated or likely to be generated during the collaborative research work. Both the parties shall be the joint applicants for IPRs including the doctoral students and scientific staff involved in the research shall be included as the inventors. The Intellectual Property Management and Technology Transfer/Commercialization as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose IPR management (application filing, publication, examination and the award) expenses and benefits sharing shall be mutually decided in each case.
- 5.2 Both the parties mutually agree and decide the location and sharing quantum of research work.
- 5.3 The number of doctoral student(s) at any particular period will be subjected to the availability of research facilities and scientists' time to guide thesis research at both the PARTIES.

## **Article 6. Entry into effect, modification and termination**

- 6.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended or terminated by mutual written agreement signed by both the parties.
- 6.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 6.3 +No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

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

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

Signed by



For VGP Marine Kingdom Pvt. Ltd.  
Chennai – 600115



For Sathyabama Institute of Science & Technology  
Chennai – 600119

Date :

Date :

Witnessed by

Witnessed by

1.

1. B. Shubha Devi  
21/6/19.

2.

2. Bhaskaradev  
21/06/19

Date :

Date : 22/06/2019