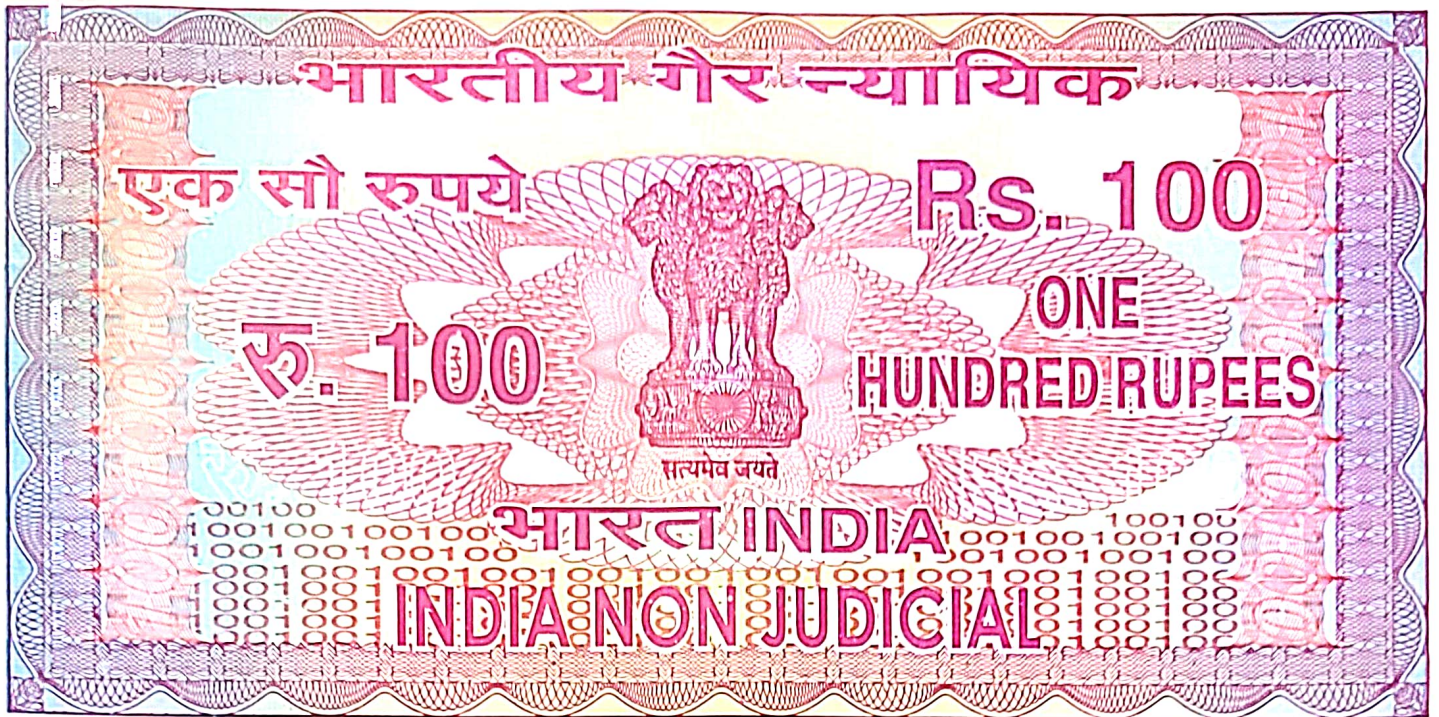




കേരളം KERALA

DZ 815115

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on _____ between the **National Institute for Interdisciplinary Science & Technology** (hereinafter referred to as 'CSIR-NIIST') located at Industrial Estate, P.O., Pappanamcode, Thiruvananthapuram – 659 019.

AND

Department of Biotechnology, UNIVERSITY OF CALICUT, (hereinafter referred to as 'UOC') located at Malappuram 673635, Kerala, India herein represented by the **Head of the Department, Department of Biotechnology, UOC, Prof. (Dr.) ELYAS K.K**, based on the shared understanding that cooperation between both institutions will further research and other academic activities.

1. Background

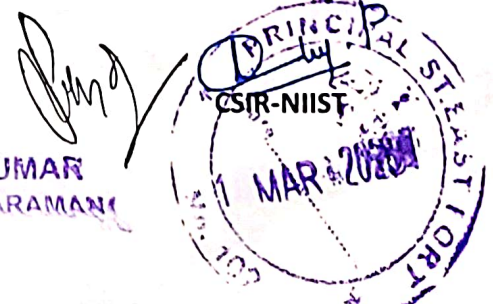
University of Calicut (UOC), the second largest University in Kerala was established in the year 1968. The University caters to the educational requirements and aspirations of the youth in Malabar region, comprising some of the educationally backward districts of the state. UOC has emerged as the largest residential cum affiliating University in Kerala, with 34 post-graduate Departments and 406 affiliated colleges. It is governed by Calicut University Act 1975, passed by the Legislative Assembly of Kerala. Recently the University celebrated its Golden Jubilee and the slogan of the celebrations was "University to Society". The Department of Biotechnology established in the year 1994 is striving towards excellence in teaching and research to meet the global demands for skilled manpower in the industry and academics.

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The Director CSIR NIIST
Pappanamcode

A. SURESH KUMAR
STAMP VENDOR, KARAMANA

Rs 100/-





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National Institute for Interdisciplinary Science & Technology is a constituent Laboratory of the Council of Scientific and Industrial Research (CSIR). Initially established in 1975 as a CSIR Complex, it was named as the Regional Research Laboratory in 1978 and later renamed as NIIST in 2007. Its mandate is to conduct research and development activities of the highest quality in areas related to effective utilization of resources of the region and of fundamental importance to the country. Currently, NIIST is engaged in R & D programmes in areas related to Agro-processing and technology, Chemical Sciences and technology, Materials Science and Technology, Microbial processes & technology, Environmental Technology. The institute has established state-of-the-art facilities for conducting advanced research in the areas of interest.

2. Common Objectives

Dept. of Biotechnology, UOC and 'CSIR-NIIST' wish to work jointly to promote research in identified areas. The objective of this collaboration as defined in the MoU is to conduct joint collaborative research, undertake multi centric research projects and promote inter-institutional cooperation.

3. Purpose of the MOU

Specific purpose of this MOU is to establish a framework for collaboration between the Parties on mutually interested areas of research. One such area of interest is the isolation, identification and characterization of anticancer compounds from plants. Both Parties shall each leverage its own expertise and resources to facilitate research work in identified specific area. Briefly, the plants and plant extracts with anticancer property identified at Dept. of Biotechnology, UOC will be analysed at CSIR-NIIST for the isolation and identification of the anticancer compound/s. It is anticipated that the collaboration may result in joint research publications and IPRs that benefit both the institutes. The collaboration may include but not limited to the following:

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UOC

The Director CSIR
Pappanam code

NIIST

A. SURESH KUMAR
STAMP VENDOR KARAMANA

Rs 100/-

[Signature]



- Conduct collaborative research leading to joint research publications and IPRs. The utilization of results and other forms of co-operation will be determined on a case to case basis by researchers and administrators of each party.
- Exchange of advice, information and assistance relating to areas of mutual interest.
- Joint participation in funding schemes for research grants which includes infrastructural as well as project grants applicable.

The above activities will be carried out in such a manner so as not to digress from the established traditions and regulations of each party.

4. Terms of the Agreement

- Both parties shall appoint their own representative who shall be directly responsible for overseeing the implementation and operation of the activity and who shall act as the main point of contact with respect to that activity.
- This MOU does not restrict either party from engaging in the same or similar activities with any third party.
- Both 'Dept. of Biotechnology, UOC' and 'CSIR-NIIST' shall be solely responsible for any and all claims and or damages in connection with the exercise of its objectives hereunder.
- Both parties agree that no employment relationships or partnership, either expressed or implied is created between them.
- Neither party has any financial obligation to other party under this MOU.
- The terms of this MoU may be modified and amended from time to time upon mutual agreement between the parties.

5. Exclusivity & Confidentiality

This agreement is personal to both parties and neither party can assign this agreement nor the rights and privileges herein to anyone without the written permission of the other party.

Both parties shall not disclose, share or transfer any Intellectual property, Confidential information, Research Data & Information, Financial & Technical information and any other documents exchanged between them for research and collaborative activities covered under the framework of this agreement to a third party without written consent from the other party.

6. Publication

Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give 30- day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate agreement.

7. Intellectual Property Rights Sharing

All pre-existing IP shall be owned by the respective owner.

UOC

CSIR-NIIST and Dept. of Biotechnology, UOC will have joint ownership on any intellectual property/invention generated during the COLLABORATION.

CSIR-NIIST and Dept. of Biotechnology, UOC shall have equal rights to commercially exploit/use/license the KNOWHOW generated from the COLLABORATION

Upon the exercise of the option one of the parties to commercially exploit/use/license the KNOWHOW generated from the collaboration, the revenues/royalty accrued from such licensing of the KNOWHOW will be shared equally between CSIR-NIIST and Dept. of Biotechnology, UOC.

In the event of both parties exploring, inventing or discovering results other than the specific objectives of the collaboration during the work envisaged under the Agreement, both parties shall retain absolute rights on such results

Protection of IPR/Patent if any shall be the responsibility of CSIR-NIIST

The expenses involved for obtaining and maintaining the patent in India and abroad will be shared equally by CSIR/NIIIST and Dept. of Biotechnology, UOC

8. Modification/Duration/Termination

This MOU represents the entire understanding between UOC and CSIR-NIIST and supersede any and all understanding either oral or written hitherto with respect to the subject matter of the MOU.

This Agreement shall commence on the Effective Date of this Agreement and will be valid for a period of 5 years initially which can be further extended on mutual consent basis.

This MOU may be amended at any time by the mutual written consent of the parties.

This MOU may be terminated by either party at anytime by one party notifying the other party in writing 180 days in advance of the termination date. The party notifying the termination is liable to produce no objection certificates from all legal stake holders to put the termination to effect.

9. Financial Obligations

Neither party has any financial obligation to other party under this MoU. Specific financial/consultancy agreements shall be executed between both parties on finalization of Specific research projects and on case to case basis as and when required.

10. Force Maieure

Neither party shall be held in breach of this MOU because of acts or omissions caused by any act of God or other cause beyond the control of the parties, including, but not limited to, fire, floods, labor disputes, or other unforeseen circumstances.

11. Severability

If any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Arbitration

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved, then it shall be referred to an Arbitrator as the proceedings shall be as per the Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon parties to the dispute. The arbitration proceeding shall be held at Kerala. This MoU shall be governed and interpreted in accordance with the Indian Laws.

13. Conflict of Interest

Both parties warrant that this MOU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MOU.

14. Implementation:

To manage and execution of this understating, the CSIR-NIIST and UOC shall designate two officials to serve as coordinator.

UOC: Dr. Smitha V. B., Assistant Professor, Department of Biotechnology, will be the coordinator of activities under this MoU. The University Administration will have every right to nominate any faculty member as the coordinator in consultation with collaborator as per requirement/Specific projects.

CSIR-NIIST: Dr. L. Ravi Shankar, Principal Scientist, CSIR-NIIST, will be the coordinator of activities under this MoU. The CSIR-NIIST will have every right to nominate any scientist as the coordinator in for the program in consultation with UOC based on the requirement/Specific projects.

IN WITNESS WHEREOF the Parties hereto have signed this MOU on this at University of Calicut, Malappuram.

For UOC

Prof. Dr. ANU JOSEPH

Head of the Department

Dr. Anu Joseph
Associate Professor & Head
Department of Biotechnology

University of Calicut
Malappuram-673635, Kerala

Signed in the presence of

Witnesses

1. Dr. Smitha V. B.

Assistant Professor

2. Dr. ELYAS. K. K

Professor

For CSIR-NIIST:

Dr. P. Nishy

Head, Business Development Division

CSIR-NIIST

Signed in the presence of

Witnesses

1. Dr. L. Ravi Shankar

Principal Scientist

2. Mr. R. S. Praveen Raj

Principal Scientist