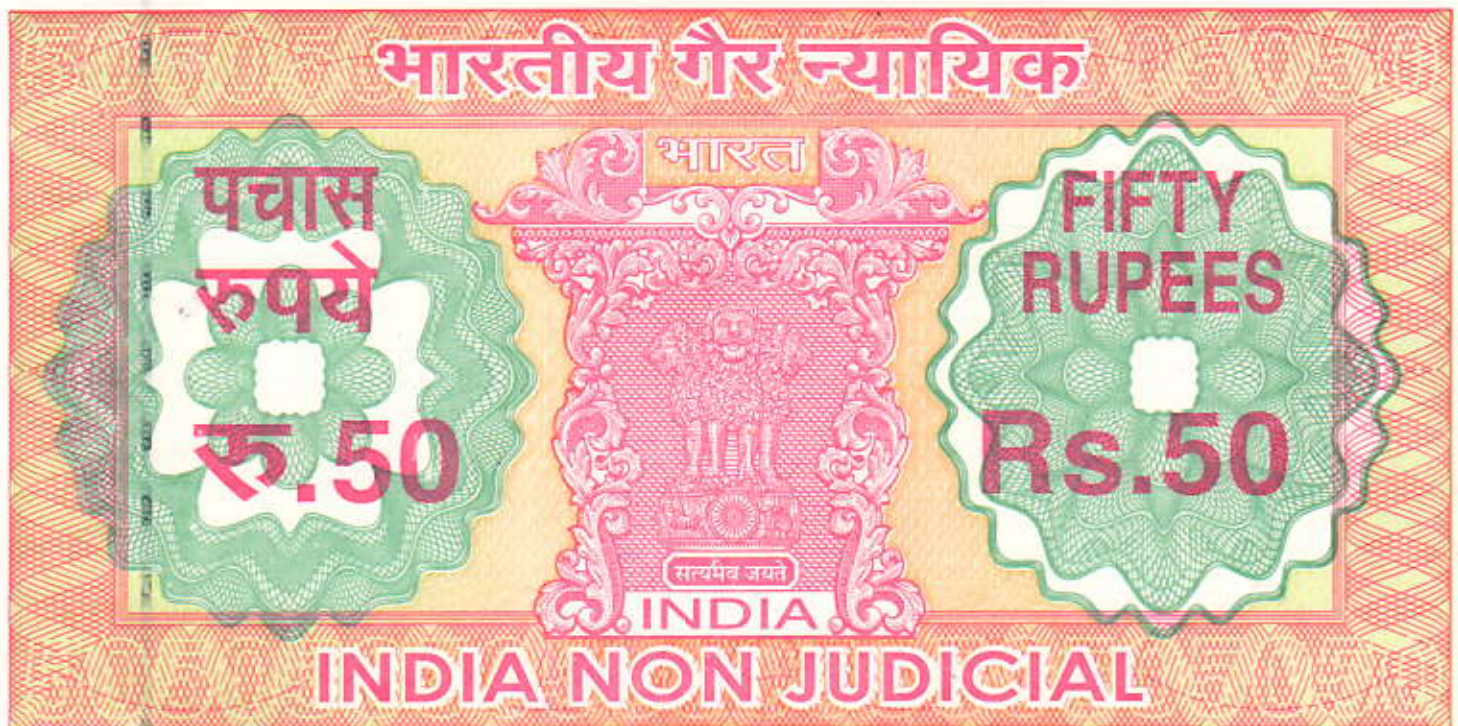




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Ref: DDPS NO. 23788/2024/Admn

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on 29th day of Jan 2024 between the Aswini Diagnostic Services, Kozhikode 673004, Kerala, India represented by its Medical Director – Dr Rajalakshmi P C

AND

Department of Biotechnology, University of Calicut, Malappuram 673635, Kerala, India (hereinafter referred to as DBT UoC) represented by the Registrar, UoC and both will be collectively referred to as "Parties" wherever necessary. This MOU is based on the shared understanding that cooperation between both institutions will further research and other academic activities.

1. Background

The Department of Biotechnology, University of Calicut (DBT UoC), was conceptualized and founded under the Chairmanship of Prof. (Dr.) V.J.Philip in the year 1994. The major vision of the institute was to develop basic infrastructure, manpower and promote research in frontier areas of Biotechnology. The department was funded and sponsored by DBT, New-Delhi (Ministry of Science and Technology, Govt. of India), started the All India National Stream M.Sc. Program in 1995 and is striving towards excellence in teaching and research to meet the global demands for skilled manpower in the industry and academics.

29/1/2024
REGISTRAR
UNIVERSITY OF CALICUT



Rajalakshmi
Dr. P.C. Rajalakshmi
Medical Director
Aswini Diagnostic Services
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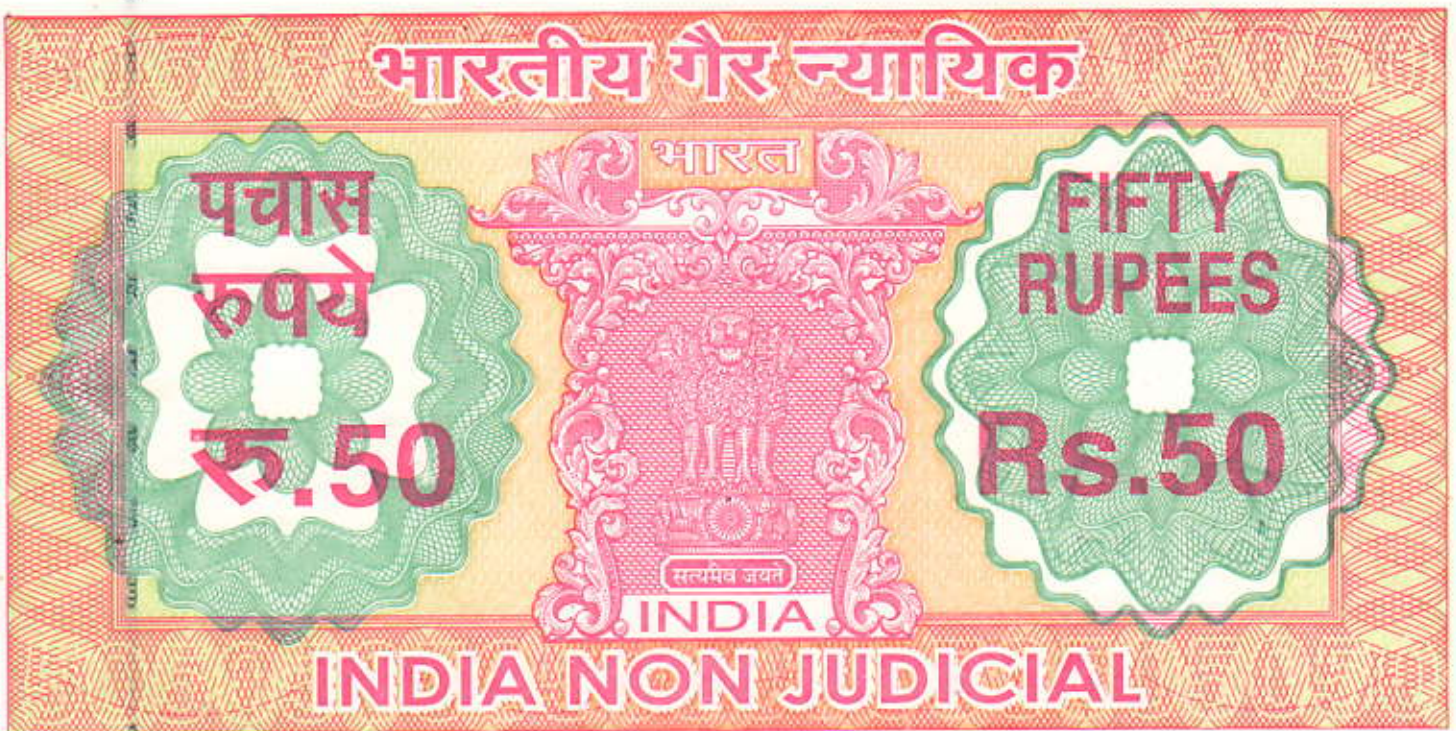
No: 13163 Date: 29/01/2024

Value: 50/-

Name: Registrar, Dr. Sathesh . P Page 1 of 6

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Calicut University



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Aswini Diagnostic Services established in the year 1994 is an autonomous reference clinical laboratory with well trained full time pathologists and laboratory professionals. The lab is the first medical laboratory in north Kerala to be accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL),

an autonomous body under the Department of Science and Technology, Government of India. Along with national accreditations and regulations, the laboratory provides the latest technology in diagnostics and highly trained technicians to create a reliable and error free system.

2. Common Objectives

DBT UoC and Aswini Diagnostic Services wish to work jointly to promote education and research. The objective of this collaboration as defined in the MoU is to stimulate quality education and training to conduct joint collaborative research, develop an ecosystem of shared infrastructure for research, undertake multi centric trials of various research projects and promote inter-institutional cooperation. The two parties will develop and foster education, training, research & professional activities involving projects among students and faculty of the institutions thereby creating a research ecosystem with the sharing of knowledge, resource and infrastructure.

29/11/2024
REGISTRAR
UNIVERSITY OF CALICUT



Rajalal
Medical Director
Aswini Diagnostic Services
Date



No: 13164 Date: 29/01/2024

Value: 50/-

Name: Registrar, Dr. Sathesh K. E.

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THENIPALAM

Page 2 of 6

Calicut University

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Purpose of the MOU:

Specific purpose of this MOU is to establish a framework for collaboration between the Parties on mutually interested programs and activities in the areas of academics and research including translational research. Both Parties shall each leverage its own expertise and resources to facilitate programs of mutual interests in identified specific areas. However, the terms and conditions for conducting these activities mentioned below will be agreed upon through separate and specific agreements. It is anticipated that such activities may include but not limited to the following:

- Exchange of faculty members for lectures, talks, conferences, seminars, symposia and sharing ideas for enrichment of academic & research program offerings of either institute.
- Exchange of documents, research material, publication and information in the field of mutual interests.
- Exchange of research samples including human specimens, the required ethical committee clearance will be done by the concerned party from which the sample is originated.
- Conduct collaborative/consultancy research projects 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.
- Jointly develop biomedical products and evaluate their characteristics by sharing testing facilities and expertise for which expenses may be met from intra/extramural fund generated in collaboration.
- Sharing the available infrastructure and laboratory facilities for research & academic purposes in accordance and compliant to the institutional policies of either parties.

29/12/24
REGISTRAR
UNIVERSITY OF CALICUT



Rajalalitha
Medical Director
Aswini Diagnostic Services
Date

No: 13165 Date: 29/01/2024
Value: 50/-

Page 3 of 6

Name: Registrar, Dr. Sathesh K. K.

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SRG STAMP VENDOR
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Calicut University



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- Development, organization and hosting of joint research, symposia, conferences, workshops, meetings and other academic & research courses.
- Exchange of advice, information and assistance relating to areas of mutual interest.
- Joint participation in funding schemes for educational & research grants which includes infrastructural as well as project grants applicable
- Joint training programs for project staff/ students pertaining to specific projects undertaken in collaboration.
- Other activities of mutual benefit for both parties as and when required.

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 with respect to each activity 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 DBT UoC and Aswini Diagnostic Services 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.

REGISTRAR
UNIVERSITY OF CALICUT



Rajulalishu
Medical Director
Aswini Diagnostic Services
Date

No: 13166 Date: 29/01/2024

Value: 50/-
Name: Registrar

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SRO STAMP VENDOR
THENIPALAM

Dr. Satheesh . E . k .
Page 4 of 6
Calicut University.



- Neither party has any financial obligation to other party under this MOU. Specific financial agreements will be executed between both parties on finalization of activities covered 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.

For new IP generation, a separate agreement shall be initiated with mutual consent by both the parties, for each project/program.

8. Modification/Duration/Termination

This MOU represents the entire understanding between DBT UoC and Aswini Diagnostic Services 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:

Research student/Project staff exchange: Unless otherwise agreed upon in writing for some particular case, travelling expenses shall be borne by the visitor's own institute/university as per their rules.

Faculty exchange: Unless otherwise agreed upon in writing for some particular case, expenses for travelling, stay, food etc. shall be borne by the visitor's own institute/university as per their rules.

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 Majeure

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


29/11/24
REGISTRAR
UNIVERSITY OF CALICUT




29/11/24
Medical Director
Aswini Diagnostic Services
Date

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 Aswini Diagnostic Services and DBT UoC shall designate two officials to serve as coordinator.

DBT: Dr Elyas K K, Professor and Dr Anu Joseph, HOD, Department of Biotechnology, will be the coordinators 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.

Aswini Diagnostic Services: Dr Saneesh Babu, Consultant Scientist and Mr Shamas R K, Senior Manager Operations, Aswini Diagnostic Services, will be the coordinators of activities under this MoU. The laboratory administration will have every right to nominate any member as the coordinator in for the program in consultation with DBT based on the requirement.

IN WITNESS WHEREOF the Parties hereto have signed this MOU on 29th day of Jan 2024 at Calicut University.


29/1/2024
REGISTRAR
UNIVERSITY OF CALICUT



Date:
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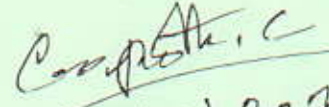
Medical Director
Aswini Diagnostic Services

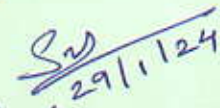
Date



WITNESSES:

(Name & Signature)

1. 

29/1/2024.

2. 
Dr Saneesh Babu PS