3.5.1: Number of functional MoUs with institutions, other universities, industries, corporate houses during past five years (2018-2023)



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### BV 629414





MEMORANDUM OF UNDERSTANDING Between

### Mahatma Gandhi College, Thiruvananthapuram, with its headquarters at Thiruvananthapuram, Kerala and

Jawaharlal Nehru Tropical Botanic Garden and Research Institute An autonomous body under Government of Kerala with its headquarters at Pacha-Palode, Thiruvananthapuram, Kerala

This Research Collaboration is entered into on 13<sup>th</sup> August 2018 (the "Effective Date"), by and between Mahatma Gandhi College (hereinafter referred to as "*MGC*"), dedicated to the revered memory of the Father of the Nation, founded by the Nair Service Society in 1948 and Jawaharlal Nehru Tropical Botanic Garden and Research Institute (hereinafter referred to as "*JNTBGRI*"), an autonomous body under Kerala State Council for Science, Technology and Environment, Government of Kerala founded in–1979. *MGC* and *JNTBGRI* - may be referred to herein as a "Party" or, collectively, as "Parties."

Polanic Gan 13 AUG 2018 Mahatma Gandhi College Thiruvananthapuram N=1 2 Grabarna Gandhi College 07. 08. 18 Dr. Nechu Silcomor, INTEGRI SASTHAMANGALAM VENDOR S. SOEHANAKUMARI

**1. PURPOSE:** The purpose of this Memorandum of Understanding (MoU) is to establish a mutual framework governing the respective organizational relationships. responsibilities, and activities between the parties. This agreement is primarily for utilization of expertise of *MGC* and *JNTBGR1* for research activities in the area of Plant Biotechnology and allied areas. The areas of responsibility and relationships presented herein provide the concept under which the program will be executed.

**2. BACKGROUND:** *MGC* is a flagship institution of the Nair Service Society with nearly 3000 students pursuing their studies in various disciplines. *JNTBGR1* is a Government organization focused on botanical, biotechnological and phytochemical studies and has the expertise for identification and isolation of phytochemicals from active species of rare botanicals along with a good data base on the same.

### 3. RESEARCH COLLABORATION

**3.1 Scope of Research Collaboration.** The Research Collaboration will focus on development of joint research programmes.

*MGC* and *JNTBGRI* shall conduct the Research Collaboration on a joint basis with the goal of conducting innovative research utilizing various plant biotechnology and molecular biology techniques. The Research Collaboration is intended to be flexible to allow the pursuit of new, unforeseen opportunities in plant, environmental and industrial biotechnology and allied areas.

Both institutions allow faculty improvements programmes. If a faculty of *MGC* want to use *JNTBGR1* as a Research Centre for supervising MSc, MPhil, PhD research programmes in Biotechnology and Bioinformatics, he/she will be permitted and vice versa.

The research work will be executed in laboratories of *MGC* and *JNTBGR1* and the facilities would be shared by both parties.

**3.2 Research Plan:** The research shall be conducted in accordance with the initial research plan agreed upon and exchanged by the Parties concurrent with the execution of this Agreement. Any other research can be subsequently decided by mutual understanding. The Research Plan defines the key decision points, timing to key decision points, resource and funding allocation and other details.

Page 2 of 7

### 3.3 Responsibilities

I. MGC Responsibilities: MGC will provide the following services and/or goods.

a. Assistance to plant collection / biological sampling.

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- b. Evaluation of biological activities and assays.
  - Basic chemical analysis as required.

hatma Gandhi College

Application of research projects for funding.

**JNTBGR** 

### II. JNTBGRI's Responsibilities.

- a. Identification of plant species and component chemicals.
- b. Laboratory support for the research including necessary instruments and technical manpower.

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- c. Characterization of the chemical components.
- d. Co-application of research projects for funding.

4. MANPOWER AND RESOURCES: No additional manpower is anticipated to be required from either party. Each party will execute its responsibilities from the resources available with each institute. If an external funding allows the addition of manpower and resources, funding guidelines will be followed.

### 5. FUNDING:

- a. Apart from own funds, wherever possible funds will be generated through cosubmission of research proposals to external funding agencies like DST, DBT, DSIR, AYUSH, CSIR, ICAR, ICMR, KSCSTE and other suitable agencies.
- b. Funds will also be generated from private investors and private or NGO funding agencies.

### 6. UTILIZATION AND DISTRIBUTION OF FUNDS

a. Funding guidelines will be followed for utilization.

b. Separate auditable accounts will be kept by both agencies and made available for audit to authorities.

c. Utilization of funds will depend on the project and will be determined separately for each project.

The applicable statutes, regulations, directives, and **APPLICABLE LAWS:** procedures of the Govt of India, shall govern this MoU and all documents and actions pursuant to it. Unless otherwise required by law, all work undertaken by MGC and JNTBGRI shall be governed by the policies and procedures by the respective institutions,

### DISPUTE RESOLUTION AND ARBITRATION 8.

Should there be any difference of opinion between the parties or if any dispute arises as to any of the matters provided for in this Agreement, the parties shall endeavour to settle such differences and / or disputes in an amicable manner through mutual consultation. In case such differences or disputes cannot be mutually settled, the matter shall be decided by Arbitration held at Thiruvananthapuram in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or the corresponding legislation in force for the time being and the Award made by the competent authority, shall be final and binding on the parties.

Mahatma Gandhi College Page 3 of 7 INTEGRI

### 9. WARRANTIES

Both parties in no way guarantee Research Services performed pursuant to this Agreement and make no warranties express or implied, regarding the quality of product produced under this Agreement.

**10. INTELLECTUAL PROPERTY:** If and only if any "invention" arises from the performance of this agreement this clause shall apply. 'invention' shall mean any discovery, concept or idea whether or not patentable, resulting from the project

- Patent rights to an invention made solely by employees of JNTBGRI shall belong to JNTBGRI.
- Patent rights to an invention made solely by employees of MGC shall belong to MGC.
- Patents rights to an invention made jointly by JNTBGRI and MGC shall be held jointly by JNTBGRI and MGC.
- Rights to patents related to technology transfer from internal MGC projects will remain with MGC and from internal JNTBGRI projects will remain with JNTBGRI unless the specific technology transfer agreement governing such transfer includes provision for change in IPR rights.

**11.1 Records:** During the term of this Agreement and for a period of licensing thereafter, the Developing Party shall keep complete and accurate records pertaining to the results and other details.

**11.2** Audit: During the term of this Agreement and for a period of two years thereafter, both parties shall keep complete and accurate records of the projects.

12. CONFIDENTIALITY: A Party in receipt of Confidential Information from other Party must not use or disclose the other Party's Confidential Information without that other Party's prior written consent other than (i) for the purpose of carrying out this MOU, provided any disclosure is only to such of the receiving party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this MOU or (ii) as required by law.

Neither Party may make any public announcement in relation to this MOU without first obtaining the approval of the Other Party.

Confidential information means (i) the subject and terms of this MOU and (ii) all information (in whatever form) disclosed by one party to the other, whether before or after the date of this MOU but excludes information which (iii) is or becomes public knowledge other than through a breach of this MOU (iv) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure or (v) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential

confidential. INTEGR Page 4 of 7 AUG 2018 AL Mahatma Gandhi College Thinwananthapuram + dirit Maharren Cambre Call Thirowananthspuram

Each Party shall not use any name, logo, trade name, trademark, service mark or symbol associated with the other Party without the prior written consent of the other Party.

13. REPORTS AND PUBLICATIONS: Publications in the forms of research articles in scientific journals will be made from time to time as appropriate. Submission of research papers to journals will be made at any time after having all the complete results/ data of each individual study as determined and agreed upon. Research articles and publications will bear **Dr. Neethu S. Kumar**, Assistant Professor, MGC and **Dr. K. K. Sabu**, Senior Scientist, JNTBGRI respectively as the corresponding authors with co-authorships to other researchers involved. The parties hereby agree to share all the information, experimental results and all the necessary and relevant data on a timely and prompt basis as agreed upon.

14. NOTICES: Any notices or communications provided for in this Agreement to be made by either of the Parties to the other shall be in writing, in English, and shall be made by prepaid mail with return receipt addressed to the other at its address set forth below. Any such notice or communication may also be given by hand, or facsimile to the appropriate designation. Either Party may by like notice specify an address to which notices and communications shall thereafter be sent. Notices sent by mail, facsimile or cable shall be effective upon receipt and notices given by hand shall be effective when delivered.

If to MGC

Dr. T. S. Sujatha Principal Mahatma Gandhi College Thiruvananthapuram-695 004 Kerala

If to JNTBGRI

Dr. R. Prakashkumar Director Jawaharlal Nehru Tropical Botanic Garden & Research Institute Pacha- Palode Thiruvananthapuram – 695 562 Kerala

### 15. MISCELLANEOUS:

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a. Other Relationships or Obligations. This MoU shall not affect any preexisting or independent relationships or obligations between the parties.

b. Survival. The provisions of this MoU that require performance after the expiration or termination of this MoU shall remain in force notwithstanding the expiration or termination of the MoU.

Page 5 of 7

INTEGRI

c. Severability. If any provision of this MoU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

d. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties; provided, however, that any such permitted assignment or delegation shall not relieve the assigning Party of its responsibilities for performance of its obligations under this Agreement. Any assignment not in accordance with this Agreement shall be void.

16. **REVIEW:** This agreement will be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated and initialed by a representative of both parties.

17. AMENDMENT AND MODIFICATION: This MoU may be amended or modified only by written, mutual agreement of the parties.

### 18. TERMINATION OF THE AGREEMENT

Failure by either party to comply with any of the obligations herein contained shall entitle the other party to give the party in default written notice requiring to cure such default. If such default is not cured within 60 days after receipt of such written notice, the notifying party shall be entitled without prejudice to any of their other rights conferred on them by the **Agreement** or by law, to terminate this **Agreement** by giving written notice to take effect immediately. The right of either party to terminate this **Agreement** shall not be affected in any way by any waiver or failure to take action with respect to any previous default.

Upon termination of this Agreement, MGC AND JNTBGRI shall cease to have any right to use and practice of the Know-How and the Process gained from the other and shall return all documents and information received from the OTHER related to the said Know-How within such time as may be specified by the MGC and JNTBGRI.

### **19. FORCE MAJEURE**

Except as hereinafter provided, no party hereto shall be liable for failure to perform as required by any provision of this Agreement where such failure results from a cause beyond control of the parties such as acts of God, Government regulations, or other acts of civil or military authorities, fire, floor, epidemic, quarantine, restrictions or / riots, delay in transporting and inability due to causes beyond control of such parties to obtain necessary labour, material or manufacturing facilities or strikes, lock-outs, or other concerted actions of workmen or any circumstances of whatsoever nature beyond the control of either party; provided that the party claiming that the force majeure has affected its performance shall give notice to the other party immediately, but not later

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than 15 days after becoming aware of the first occurrence of force-majeure, giving full particulars of the case or event and the date of first occurrence thereof. Notwithstanding the foregoing however if performance required by this **Agreement** be delayed or prevented for more than three continuous months, either party may terminate this **Agreement** by giving notice (either before or after expiration of such six months period) of its intent to terminate this **Agreement** to the other party.

20. EFFECTIVE DATE: This agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual agreement of both parties.

# 21. ACCEPTANCE OF AGREEMENT:

Dr. 1, S. Sujatha Principal Mahatma Gandhi College Kesavadasapuram Thiruvananthapuram-695 004 Kerala

Dr. R. Prakashkumar Director Jawaharlal Nehru Tropical Botanic Garden & Research Institute, Pacha- Palode Thiruvananthapuram – 695 562 Kerala

Date: 13.08.2018

Witness

Kerala Date: Ant

Dr. A. S. Hemanthkumar Technical Officer Biotechnology and Bioinformatics Division, Jawaharlal Nehru Tropical Botanic Garden & Research Institute, Thiruvananthapuram – 695 562 Kerala

Signed this 13<sup>th</sup> August 2018 in the City of Thiruvananthapuram, in the state of Kerala.

END OF DOCUMENT

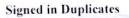
Dr. R. Santhosh Kumar

Department of Botany

Mahatma Gandhi College

Thiruvananthapuram-695 004

Assistant Professor



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Memorandum of Understanding

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For Academic and Scientific Cooperation

Between

The Department of Psychology, Mahathma Gandhi College, TVPM, Kerala

And

Sanjeevani (A Befriending Centre - A Project of Jeeval Prochodhitha, Parottukonam, TVPM-15)

### Purpose

The purpose of this agreement is to formalise the linkage already existing with Sanjeevani - A Briefiending Centre in terms of student internship and also furthering the acting of Department of Psychology, M G College as a free Referral Counselling Centre for Sanjeevani. This collaboration will help both parties and the students of Department of Psychology in gaining hands on experience with Counseling.

> SANJEEVANI (Suicide Prevention Centre) Vengal Nagar, Parontukonam, Nalanchira, Thiruvananthapuram-15

> > Aabatma Gandhi College

1 9, JAN

2018

Jupes of Cooperation The solution and agree to promote the solution activities: following activities:

- <sup>1.</sup> To provide free emotional support and Counseling for people registering for Befriending at
- Sanjeevaniation of seminars, conferences, exhibitions, internship and field visits on 2. Collaborative organisation of seminars, conferences, exhibitions, internship and field visits on topics of me topromote and enhance the interest and experience in the area of Counseling/ Befriending for topromote and enhance the interest and experience in the area of Counseling/ Befriending for
- the students 4. To assist the budding psychology researchers in the area of theoretical and applied psychology

To assist and applied psychology
To empower students as the agent for breaking of the stigma towards mental illnesses in society

This agreement places no financial obligations or supplementary funding commitment on either party in This agreed through separate program agreements that detail the commitment of resources (financial or otherwise) required by each institution. Subsequent program agreement must be approved in writing by the authorised representatives of each institution.

Request for Counselling has to be given in advance and has to be confirmed from the Department of Psychology, M G College. It will only be done without affecting the academic work of the college. Inconvenience for Counselling due to centralised valuation Camp, non availability of faculty etc will be informed to Sanjeevani.

Request for Counselling by Sanjeevani will be considered case by case and will be accepted only if it is found fit to be done at the Department of Psychology of M G College. Other cases will be intimated back to Sanjeevani. Accepted Counselling cases will be done on a voluntary basis.

Sri Matius Vengal of Sanjeevani, Director of Sanjeevani/ Dr Ajitha Bhai, Deputy Director of Sanjeevani will serve as the primary liaison between the two institutions to facilitate the development of future activities.

### Terms

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This agreement will become effective upon the date of signature by both parties. It shall remain valid for <sup>a period</sup> of five (5 years) from the date of the last signature, with the understanding that it may be modified <sup>modified</sup> by written mutual consent of both parties. This agreement may be terminated by either party With aduate <sup>with</sup> advance written notice of at least thirty (30 days). Upon notice of termination both Sanjeevani and <sup>Psychology p</sup> Psychology Department of M G College will work in good faith to enable the students to complete their <sup>Course</sup>, received the students to complete their may <sup>course, research</sup> programmes and other activities unhindered by the termination. The agreement may be extended by mutual consent of the two parties after the five- year period, and it must be renewed in Writing.

Mahatma Gandhi College

SANJEEVANI (Suicide Prevention Centre) Vengal Nagar, Parottukonam, Nalanchira, Thiruvananthapuram- 15

tub.

This memorandum of understanding completed is hereby signed in two(2) copies with one(1) copy remaining in the possession of each institution.

FOR SANJEEVANI (A Befriending Centre - A Project of Jeeval Prochodhitha)

Cutinond:

SANJEEVANI (Suicide Prevension Centre) Vengal Nagar, Parottukonam, Nalanchira, Thiruvananthapuram- 15 والمراجعة ومعروقة والمربيع المتعيدة المتعادية

FOR DEPARTMENT OF PSYCHOLOGY, M G COLLEGE

De Prattible & Wair (Head & the Department)

PRINCIPAL, MAHATHMA GANDHI COLLEGE, TVPM

Dr.M.R.SUDARSANAKUMAR PRINCIPAL Mahatma Gandhi College Thiruvananthapuram



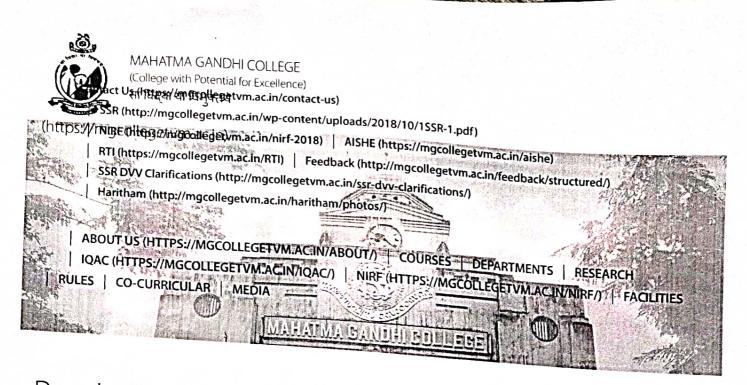
Date: 19 1 2018

Date: 19 1-2015

Date: 19.1.18

# At Vavode High School with Sanjeevani 2017-18





Psychology Department and Sanjeevani

Psychology Department participated in the mental health day celebrations at Sanjeevani, an NGO with whom the Department has signed MoU. Key note address was delivered by Dr Prathibha S Nair in the program held at Pensioners Bhavan, TVM. Students participated with good skit and songs



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(https://mgcollegetvm.ac.in/wp-content/uploads/2018/10/WhatsApp-Image-2018-10-

(https://mgcollegetvm.ac.in/wp-content/uploads/2018/10/WhatsApp-Image-2018-10-

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### **RELATED LINKS**

Events: Department of Botany (https://mgcollegetvm.ac.in/departments/botany/photo-gallery-department-ofbotany/)

# A DAY AT SAIGRAMAM AND SANJEEVANI



On 7<sup>th</sup>; department of Psychology celebrated <u>Mental</u> <u>Health Day</u> in Sanjeevani, a counselling and befriending center for the aged. Students of the department performed a skit based on 'mental health and youth'.



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# Memorandum of Understanding

# For Academic and Scientific Cooperation

Between

The Department of Psychology, M.G. College, TVPM, Kerala

And

Karunasai De-addiction and Mental Health Research Institute

### Purpose

The purpose of this agreement is to promote practical psychological experiences and social sensitivity for students in the area of alcohol addiction, its ill effects and management between the Department of Psychology, MG College, TVM, and Karunasai De-addiction and Mental Health Research Institute, Vellanad, Trivandrum.



Carunasai De-Addiction and Mental Health Centre Vellanad-P.O. Trivandrug Regi No. 966/96

### Types of Cooperation

Through this memorandum, both parties affirm the value of collaboration and agree to promote the

- 1. To promote practical experience of substance abuse management for the students and to involve
- the students in creating awareness in society about the ill effects of substance abuse 2. Collaborative organisation of seminars, conferences, exhibitions, internship and field visits on
- 3. To promote and enhance the interest in the area of Psychology for the students
- 4. To assist the budding psychology researchers in the area of theoretical and applied psychology 5. To empower students as the agent for breaking of the stigma towards mental illnesses in society

This agreement places no financial obligations or supplementary funding commitment on either party in any record. These activities will be defined through separate program agreements that detail the commitment of resources (financial or otherwise) required by each institution. Subsequent program agreement must be approved in writing by the authorised representatives of each institution.

Sri Madhujan, Director of Karunasai De-addiction and Mental Health Research Institute will serve as the primary liaison between the two institutions to facilitate the development of future activities.

### Terms

This agreement will become effective upon the date of signature by both parties. It shall remain valid for a period of ten (10 years) from the date of the last signature, with the understanding that it may be modified by written mutual consent of both parties. This agreement may be terminated by either party with advance written notice of at least thirty (30 days). Upon notice of termination both Karunasai and Psychology Department of M G College will work in good faith to enable the students to complete their course, research programmes and other activities unhindered by the termination. The agreement may be extended by mutual consent of the two parties after the ten - year period, and it must be renewed in writing.

This memorandum of understanding completed is hereby signed in two(2) copies with one(1) copy remaining in the possession of each institution.



DIRECTOR runasal De-Addiction an Mental Health Centre ellanad-P.O. Trivandrum Res: No. 966/96

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- 2. Collaborative organisation of seminars, conferences, exhibitions, internship and field visits on topics of mutual interest
- 3. To promote and enhance the interest in the area of Psychology for the students
- 4. To assist the budding psychology researchers in the area of theoretical and applied psychology
- 5.. To empower students as the agent for breaking of the stigma towards mental illnesses in society

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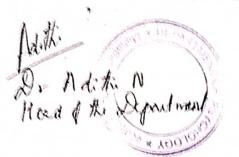
\* DEA

Regi No. 966/96

FOR KARUNASAL DE-ADDICTION AND MENTAL HEALTH RESEARCH INSTITUTE, VELLANAD, TVM

 Addiction and Mental Health Centre
Vellanad-P.O. Trivandrum Reg: No. 946/94

FOR DEPARTMENT OF PSYCHOLOGY , M & COLLEGE



PRINCIPAL

Suda

Dr.M.R.SUDARSANAKUMAR PRINCIPALCin Charge) Mahatma Gandhi College Thiruvananthapuram



Dalas 2. 8.15

Date: 8.5.15

Date: 8-5-15



# ARUNASAI

**DE-ADDICTION & MENTAL HEALTH RESEARCH INSTITUTE** 

Vellanad, Thiruvananthapuram-695543, Kerala Wed: www.karunasai.com, Mail: karunasai.tvpm@gmail.com Tel: +91 472 2883856, +91 9995853075

Date 17/01/2023

# Types of Cooperation

Through this memorandum, both parties affirm the value of collaboration and agree to promote the following activities:

- 1. To promote practical experience of substance abuse management for the students and to involve the students in creating awareness
- in society about the ill effects of substance abuse 2. Collaborative organisation of seminars, conferences, exhibitions, internship and field visits on topics of mutual interest
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DIRECTOR runasai De-Addiction and Mental Health Centre ellanad-P.O. Trivandrur Reg: No. 966/96



# கேலதo केरल KERALA

### BU 302570

### RESEARCH AND EXTENSION PROJECTS ASSOCIATION AGREEMENT

Between

### Department of Economics, Mahatma Gandhi College, Thiruvananthapuram, Kerala, INDIA

&

### THANAL OD-3, Jawahar Nagar Kawdiar P.O Thiruvananthapuram, Kerala India

The purposes of this agreement are to promote and enhance research in economics and management science; to strengthen human resources research capability; and to empower both institution's contribution to industries with special emphasize on the application of economics and management.

### 1. Scope of Cooperation

This agreement sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments. If the Parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written

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agreements for such projects, setting out each Party's contributions, deliverables, and budgets.

- a. Name of the Agency/NGO THANAL
  - 1. Participates in Academic and Social Projects Preparation and implementation of Department of Economics, Mahatma Gandhi College; and
  - Participates in field survey, data processing and analytical works of Department of Economics, Mahatma Gandhi College's Academic and Social projects (Sustiram) in India.
- b. Department of Economics, Mahatma Gandhi College research project in India
  - 1. Collaborates with THANAL to extend their research activities (social extension activities journal publications, seminars and conferences) in India.
  - 2. Will also collaborate with THANAL to develop research projects and look for relevant funding agencies to carry out these projects.
  - 3. Considers any output under this joint cooperation as belonging to both institutions.
  - 4. Could provide assistance to Faculty Members and Students involved in any of those projects for implementation and to further their research work.
  - 5. Both Institutions may make periodic visits for the effective initiation or conduct of research activities and workshop activities at various levels.
- 3. Work Plan and Funding

The mode of co-operative activities is based on a three year plan, and implementation of the work plan is based on annual actions, as both parties concerned agreed. Funding resources needed to support cooperative activities from external agencies are considered important, and should be explored sustainably by both parties, during the course of implementation of the cooperation.

4. Duration of Co-operation

The cooperation is designed for three years, since the agreement has been signed by the duly authorized representatives and can be extended as both sides agree. It may be modified or extended by mutual written



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agreement by the Parties. This agreement may be terminated by either party upon six (6) months advance written notice.

### 5. Communications

Any notice, request, document, or other communication submitted by either Department of Economics, Mahatma Gandhi College and THANAL under this agreement will be in writing and/of by available source of communication system, at the following addresses;

S. Usha Kumari, Executive Director Thanal OD-3, Jawahar Nagar Kawdiar P.O Thiruvananthapuram, Kerala India



Dr. M.R. Sudarsanakumar The Principal, Mahatma Gandhi College Thiruvananthapuram, Kerala. INDIA

> Principal Mahatma Gandhi College Thiruvananthapuram

Thiruvananthapuram, January 25, 2018

Witnessed by

S. Ganga Devi Head of the Department Department of Economics Mahatma Gandhi College Thiruvananthapuram, Kerala, INDIA

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### RESEARCH AND EXTENSION PROJECTS ASSOCIATION AGREEMENT Between Department of Economics, Mahatma Gandhi College, Thiruvananthapuram, Kerala, INDIA

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REINDIA

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### Institute of Labour and Management, Thiruvananthapuram, Kerala, INDIA.

The purposes of this agreement are to promote and enhance research in economics and management science; to strengthen human resources research capability; and to empower both institution's contribution to industries with special emphasize on the application of economics and management.

- 1. Scope of Cooperation This agreement sets forth the intentions of the Parties for increased collaboration, cooperation and interaction with mutually binding commitments.
- 2. Areas of Cooperation : This agreement conveys the interest of both the Parties to undertake specific joint projects with mutually binding obligations.

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- Implementation of Co-operation : Project specific avenues for cooperation, assignment of duties, sharing of financial resources will be designed based on mutually accepted criterion.
- 4. Duration of Co-operation : The cooperation is designed for three years, since the agreement has been signed by the duly authorized representatives and can be extended as both sides agree. It may be modified or extended by mutual written agreement by the Parties. This agreement may be terminated by either party upon six (6) months advance written notice.
  - Code of Communication : Any notice, request, document, or other communication submitted by either Department of Economics, Mahatma Gandhi College and Institute of Labour and Management under this agreement will be in writing and/of by available source of communication system, at the following addresses;

Dr. B. Vijavakumar Institute of Labour and Managment

25.1.2018 Dr. M.R. Sudarsanakumar The Principal, Mahatma Gandhi College Principal

Mahatma Gandhi College Thiruvananthapuram



Thiruvananthapuram, January 25, 2018

S. Ganga Devi Head of the Department, Department of Economics



# கேலதo केरल KERALA

### BK 541076

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 2. day of .F.b.. by and between

HLL Lifecare Limited, a Government of India Enterprise, incorporated as a company under the Companies Act, 1956 having its Registered Office at HLL Bhavan, Poojappura, Thiruvananthapuram-695012 and having its Corporate R&D Centre at Akkulam, Sreekariyam, Thiruvananthapuram-695017 Kerala herein after referred as "CRDC" and represented by Head (R&D) on the one part.

MG College, Thiruvananthapuram, is one of the largest and oldest government aided institution of higher education established by Nair Service Society in Kesavadasapuram, Thiruvananthapuram-695004, Kerala and represented by Dr. M R Sudarsana Kumar on the other part.

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(Individually referred to as "the party" and collectively referred to as parties")

Whereas, HLL is engaged in manufacturing and marketing of Contraceptives and Healthcare products throughout India and in International markets apart from providing services viz. Infrastructure Development, Procurement Consultancy and Healthcare Services.





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### BK 541077

Whereas, MG College is engaged in academic and translational based research in the areas of Photochemistry, Material Science, Antibody & vaccine development, and Nano technology

AND WHEREAS HLL & MG COLLEGE agree to conduct collaborative research based on the following terms and conditions.

### 1. **DEFINITIONS**

As used in this MoU, capitalized terms have the meanings given them below or elsewhere in this MoU:

- 1.1. <u>Research Materials</u> means those experimental materials and data one party may provide to other in connection with and as stated in the Research Program.
- 1.2. <u>Research Program</u> means any research project decided by the parties on a case-to-case basis. Both the parties shall be executing separate definition agreement(s) with regard to each research project.
- 1.3. <u>Research Program Invention</u> shall mean any invention, discovery, information patentable or not, that is conceived, discovered and reduced to practice in performance of the Research Program.





**CONTRACTANTIAN INFORMATION** means scientific, business or financial data or other 541078 proprietary information owned by or belonging to HLL and/or MG College, which are clearly marked as confidential in writing provided that such information:

- a) is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;
- b) has not been made available by its owners to others without a confidentiality obligation;
- c) is not already known by or available to the receiving party without a confidentiality obligation;
- d) is not independently developed by the receiving party; does not relate to potential hazards or cautionary warnings associated with the performance of the Research Program of the MoU or is not required to be disclosed under operation of law.

### 2. RESEARCH APPROACH

2.1 <u>Research Efforts</u>. HLL and MG College shall use their reasonable efforts to conduct those activities for which each is responsible under the definitive agreements specific to each Research Program that would be executed between the Parties.

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**Concerning** the Research Program. Unless the parties agree otherwise, Research Materials are to be considered the "Confidential Information" of the party providing them.

2.3 <u>Reporting</u>. The parties shall generally keep one another informed of the results of the work performed in connection with the Research Program, principally through their representatives. In addition, the parties' representatives shall meet and provide reports as stated in the Research Program.

### 3. CONFIDENTIAL INFORMATION

Either party's acceptance or use of any confidential information supplied by the party in the course of the Research Program shall be subject to the following:

- To be considered Confidential Information, all written information (including Research Materials) must be marked or designated in writing as CONFIDENTIAL by the party providing the information, and oral communications must be reduced to writing within thirty (30) days of the initial communication of the information and such writing must be marked or designated in writing as CONFIDENTIAL and provided to the other party's Authorized Representative.
- 2. The Authorized Representative(s) shall use reasonable efforts to limit the exchange of Confidential Information.
- 3. Where the Authorized Representative(s) does accept such information as confidential, he/she agrees to use the same degree of care to prevent the unauthorized use, dissemination, or publication of the Confidential Information, without the express written permission of the providing party.

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4. The Authorized Representative's obligation to hold Confidential Information in confidence expires three (3) years after the termination or expiration of this MoU.

# 4. PUBLICITY

Neither party shall identify the other in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of a party or its entities, whether registered or not, or use the name, title, likeness, without prior written consent of the other party. Any use of a party's name shall be limited to statements of fact and shall not imply endorsement of products or services.

# 5. INTELLECTUAL PROPERTY RIGHTS

- 1. Ownership of Research Program Inventions Research Program Inventions conceived, discovered and reduced to practice by HLL, or its employees, or agents shall be owned by HLL. (HLL's invention)
- 2. Research Program Inventions conceived, discovered and reduced to practice by MG College, or its employees, or agents, shall be owned by MG College (MG College's invention) (Collectively, "Sole Inventions").
- 3. Research Program Inventions conceived, discovered and reduced to practice by at least one employee, agent, of each of HLL and MG College shall be owned by HLL and MG College without any obligation to account to one another ("Joint Inventions").
- 4. Neither party shall make any claim to the other party's Sole Inventions.
- 5. Pre-Existing Rights. Except to the limited extent required to perform a party's obligations under this MoU, neither party receives any right, title, or interest in or to any Research Materials provided to it by the other party or any technology, works or inventions of the other party that are not Research Program Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.
- 6. Patents shall mean those Indian and foreign patents and patent applications including any continuation, reissue, or renewal thereof, or substitute thereof, and the patents that may be issued thereon, relating to any patentable Research Program Invention.
- 7. Patent Prosecution and Expenses Unless the parties agree in writing otherwise, the filing, prosecution, defence and maintenance of all Patents for Joint Inventions shall be conducted jointly in the name of both parties and controlled by them jointly, acting reasonably and in good faith.
- 8. Licensing- Each party reserves the right to license its interest in its Sole Inventions or Joint Inventions, and neither party shall have any right to compensation in connection with any such license granted by the other.

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### **6. DISPUTE RESOLUTION**

In case of any disputes, both the parties agree to resolve it by mutual discussions.

### 7. INDEMINIFICATION

Both parties hereby indeminify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or action arising out of or in any way relating to the provision and implementation of this MoU.

### 8. TERM AND TERMINATION

- 1. Term. This MoU shall remain in effect for two (2) Years from the date first written above unless terminated sooner or extended in writing signed by the parties in accordance with this MoU.
- 2. Termination. Either party may terminate this MoU upon sixty (60) days written notice.

### 9. GENERAL

- 1. Binding Effect. Both the parties are not bound by this MoU. However, defined agreement(s) executed between the parties specific to each Research Program shall be
- 2. Assignment. Neither party may assign or delegate its rights or obligations under this MoU without the express written consent of the other party.
- 3. Entire MoU. This MoU constitutes the entire MoU between the parties relating to the Research Program, and any and all prior or contemporaneous negotiations, representations, MoU and understandings are superseded hereby. No amendment, or change to this MoU shall be made except by means of a written document signed by duly authorized representatives of the parties.
- 4. Notices. Any notice or communication required or permitted to be given hereunder shall be in writing and , except as otherwise expressly provided in this MoU, shall be deemed given and effective (i) when delivered personally or by fax or(ii) when received if sent by email, overnight courier, or mail:

### To HLL:

Head (R&D) Corporate R&D Centre HLL Lifecare Ltd Akkulam, Sreekariyam Trivandrum-695017 Tel:+91472774777

# To MG College:

Principal Mahatma Gandhi College, Kesavadasapuram, Pattom. PO., Trivandrum – 695 004, Office: 0471-2541039 Principal: 0471-2540103

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- 5. <u>Applicable Law.</u> This MoU shall be construed and enforced in accordance with the laws of India.
- 6. <u>Headings.</u> Heading included herein are for convenience only, and shall not be used to construe this MoU.
- 7. <u>Relationship of Parties.</u> For the purposes of this MoU and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent party and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other parties, except as explicitly provided for herein or authorized in writing.
- 8. <u>Severability.</u> If any provision of this MoU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so comfortable, so as not to affect the validity or enforceability of this MoU.
- 9. Force Majeure. Neither party shall be liable for any failure to be perform as required by this MoU, if the failure to perform is caused by circumstances reasonably beyond such party's control, such as labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

IN WITNESS WHEREOF, the parties have caused this MoU to be executed by their duly authorized representatives as of the date first written above.

By

By

Typed Name: Dr. Anitha Thampi

Typed Name: Dr. M.R. Sudarsana Kumar

Signature

Title : Head (R&D)

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Signature:

Title : Principal

Dr.M.R.SUDARSANAKUMAR PRINCIPAL Mahatma Gandhi College Thiruvananthapuram



