



കേരളം കേരള KERALA

K 684196

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on 20th day of September 2021 at Kollam, Kerala.

Between

T. K. M. College of Arts and Science, Kollam – 691005, Kerala (hereinafter called the **First Party** and referred to as "TKMCAS", which expression shall, unless it be repugnant to the context shall mean and include its successors and assigns) of the one part;

And

Censci, A4 103, Brahmand, Thane West 400607, Mumbai (GST No. 27ANZPP5090M1ZV) called the **Second Party** and referred to as "CENSCI", which expression shall, unless repugnant to the context or meaning thereof, include its heirs, successors, nominees and assigns) on the other part.

(Individually referred to as "the Party" and collectively referred to as "the Parties")



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7433/12.9.21 Rs 500 Principal T.K.M.
College of Arts and Science Kollam.

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1. PREAMBLE

1.1 Whereas the **First Party** is engaged in research and development in various multidisciplinary and cutting edge areas including traditional knowledge and plant based natural products;

1.2 Whereas the **Second Party** is an industry actively involved in the synthesis of speciality colorants, chemicals and natural formulations.

1.3 Whereas the **First Party** has decided to join hands with the **Second Party** for product and process development in the up-front areas of value added product isolation and production of industrially important products (Herein after referred as PROJECT)

1.4 Whereas the **Second Party**, relying on the representations of the **First Party**, has accepted the offer and agreed to join hands in the areas of mutual interests as mentioned above.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

2. DEFINITIONS

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

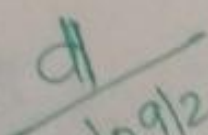
2.1. **MATERIALS** mean those experimental materials and data; which one party may provide to the other in connection with the PROJECT.

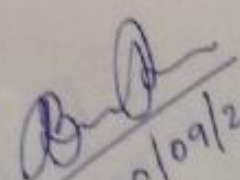
2.2. **INVENTION** means any invention, discovery, information patentable or not including results of investigations, that is conceived, discovered and reduced to practice in performance of the PROJECT.

2.3. **CONFIDENTIAL INFORMATION** means scientific, business or financial data or other proprietary information owned by or belonging to **CENSCI** and /or **TKMCAS** including but not limited to traditional Knowledge associated with the material and inventions/results of PROJECT investigations which are clearly marked as confidential in writing provided that such information:

2.3.1. is not publicly known or available from other sources, which are not under a confidentiality obligation to the source of information;

2.3.2. has not been made available by its owners to others without a confidentiality obligation;


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2.3.3. is not already known by or available to the receiving party without a confidentiality obligation;

2.3.4. is not independently developed by the receiving party;

2.3.5. does not relate to potential hazards or cautionary warnings associated with the performance of the PROJECT or is not required to be disclosed under operation of law.

3. RESPONSIBILITIES OF THE FIRST PARTY (TKMCAS)

Isolation of Natural products and value addition to form new products; process development for innovative food/nutritional and nutraceutical products; physiochemical, biological and chemical characterization of products which are jointly developed by TKMCAS and CENSCI.

4. RESPONSIBILITIES OF THE SECOND PARTY (CENSCI)

CENSCI will provide necessary guidance for viable process development for the products identified mutually by both the parties and help with the commercialization of the same.

5. EXTERNAL FUNDING FOR THE PROJECT

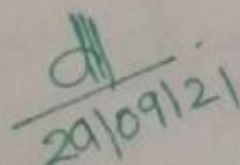
During the tenure of the PROJECT, the **First Party** will submit proposals for funding from external funding agencies for strengthening the activities under the PROJECT, subjected to the confidentiality conditions pertaining to the PROJECT.

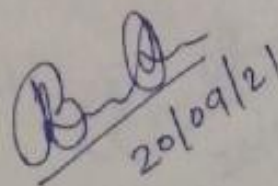
6. SHARING OF MATERIAL AND RESULTS OF INVESTIGATIONS UNDER THE PROJECT

- a) The materials or the traditional knowledge attributed on such MATERIALS will not be distributed or shared to any other party without getting written permission from the **Second Party**.
- b) Inventions/results of investigations under the PROJECT, published or unpublished that is generated using the materials supplied by the **Second Party** will be shared with the researchers at the **Second Party** with an understanding that this information will not be shared or transmitted to anyone without getting written permission from of the **First Party**.

7. PUBLICATIONS

- a) Researchers of the **Second Party** and the **First Party** shall consult with each other for publications based on the inventions/results of PROJECT investigations and the papers shall be jointly authored.
- b) The **Second Party** and the **First Party** shall share the credit of all publications under the PROJECT subject to guidelines from external funding agencies.


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8. CONFIDENTIALITY

- 8.1. During the course of discussions, and/or during the normal course of business between the parties, either party may disclose to the other certain information which it deems proprietary or confidential, and may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, costs, prices, customer lists, marketing plans, goals, sales figures, revenue profits, and other technical, financial or business information respecting existing or planned products to be developed, manufactured, or marketed by either party. Such Information shall be deemed confidential and proprietary and subject to restricted use and limited distribution as provided herein if plainly marked "confidential" or "proprietary" or with language of similar meaning, or otherwise disclosed under circumstances which reasonably suggest the confidential nature of the Information, whether provided in written, encoded, graphic or other tangible form, including any electronic or magnetic form. Information provided orally shall also be deemed confidential and proprietary, if identified as being confidential and proprietary at the time of disclosure and confirmed in writing to be so by the disclosing party (Discloser) to the receiving party (Recipient) at the time of disclosure or within thirty (30) days of disclosure.
- 8.2 Each party's obligation of confidence detailed under L.8.1 shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information. This obligation shall exist while this agreement is in force and for a period of **five years** thereafter.
- 8.3 **The First Party and the Second Party** shall require its scientists, officers, employees, not to, at any time, directly or indirectly during the term of this agreement and after its termination, divulge to any person, firm or corporation any information furnished by either of the parties or otherwise acquired by the parties during the tenure of this agreement so that the interest of **the Second Party and the First Party** are in no way affected.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Inventions conceived, discovered and reduced to practice solely by **the Second Party**, or its employees, agents will be owned by **the Second Party**. **The First Party** shall not make any claim to the sole invention by **the Second Party**.
- 9.2 Inventions conceived, discovered and reduced to practice by solely **the First Party**, or its employees, or agents, will be owned by **the First Party**. **The Second Party** shall not make any claim to the sole invention by **the First Party**.
- 9.3 Inventions conceived, discovered and reduced to practice jointly by scientists/employees of **the Second Party and the First Party** will be owned by **the Second Party and the First Party** and

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the extent of ownership will be decided by mutual consensus between the **Second Party** and the **First Party** ("Joint Inventions"). The **Second Party** and the **First Party** will have an undivided share on Joint Inventions, so that both the parties cannot transact independently the rights on Joint Inventions.

9.4 **Patent Prosecution and Expenses:** Unless the parties agree in writing otherwise, the filing, prosecution, defence and maintenance of all Patents for Joint Inventions will be conducted jointly in the name of both parties and controlled by them jointly, acting reasonably and in good faith.

9.5 **Licensing:** Each party reserves the right to license its interest in its Sole Inventions, and neither party shall have any right to compensation in connection with any such license granted by the other. However, in the case of Joint Inventions the parties cannot license independently.

10. DISPUTE RESOLUTION

In case of any dispute arising out of this MoU, **Authorized Signatories of both the Institutes** shall endeavour to amicably settle and resolve any dispute or difference arising out of or in relation to this Agreement. If the Parties fail to resolve the dispute or difference within 15 (fifteen) days from the commencement of negotiations, either Party may refer such dispute for arbitration to a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, any Amendments thereof and Rules notified there under. The venue of arbitration shall be at Kollam and the arbitration shall be conducted in English. The arbitral award shall be in writing and shall be final and binding upon the Parties.

The provisions of this clause shall survive the termination of this Agreement. Each Party shall bear its own costs; all common costs shall be shared equally by both the Parties.

11. TERM AND TERMINATION

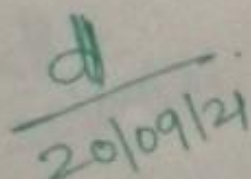
11.1. This MoU will remain in effect for five (05) years from the date first written above unless terminated sooner or extended in writing signed by the parties in accordance with this MoU.

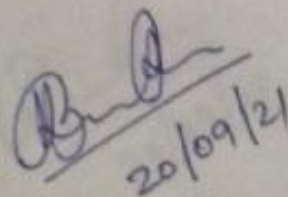
11.2. **Termination.** Either party may terminate this MoU upon Thirty (30) days written notice

12. GENERAL

12.1 **Assignment:** Neither party may assign or delegate its rights or obligations under this MoU without the express written consent of the other party.

12.2 **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, MoUs and understandings are superseded hereby.


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12.3 **Addition/ deletion/ modification of the terms and conditions.** That both the parties, with mutual consent, can add/delete/modify the terms and conditions and statements of this MoU, deemed to be effective from the date of mutual consent.

12.4 **Notices:** Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this MoU, will 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 CENSCI: censciindia@gmail.com

To TKMCAS: tkmarts@gmail.com

12.5 **Applicable Law.** This MoU will be construed and enforced in accordance with the laws of India.

12.6 **Headings.** Headings included herein are for convenience only, and will not be used to construe this MoU.

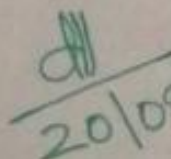
12.7 **Relationship of Parties.** For the purposes of this MoU and all services to be provided hereunder, each party will be, and will be deemed to be, an independent party and not an agent or employee of the other party. Neither party will have authority to make any statements, representations or commitments 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.

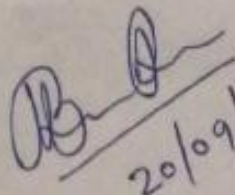
12.8 **Severability.** If any provision of this MoU will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this MoU.

12.9 **Force Majeure.** Neither party will be liable for any failure to perform as required by this MoU, if the failure to perform is caused by circumstances reasonably beyond such party's control, such as labour disturbances or 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, thefts, or other such occurrences.

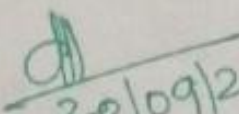
SEAL OF PARTIES

IN WITNESS WHEREOF, the parties have caused this MoU to be executed in two originals by their duly authorized representatives as of the date first written above, one of these has been retained by **TKMCAS** and the other by **CENSCI**


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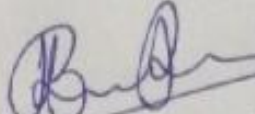

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For and on behalf TKMCAS


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Principal, TKM College of Arts & Science

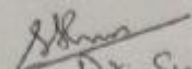
For and on behalf of CENSCI

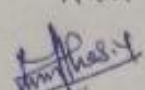

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Dr. P. Bineesh, CEO, CENSCI

Witnesses: (Name & Address)

Witness: (Name & Address)

1. 
Dr. Sumalekshmy S
Asst. Prof. in Chemistry
TKMCAS, Kollam

2. 
Dr. Muralhas. Y
Assistant prof. Dept. of Zoology
TKMCAS, Kollam.

Kollam, Kerala

Date: September 20, 2021

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