

MEMORANDUM OF UNDERSTANDING (MOU) FOR RESEARCH PARTNERSHIP AND COLLABORATION

This MoU is made and executed at Tumkur on this date of 16th January of the year 2024.

BETWEEN


Department of Zoology, Sree Siddaganga College of Arts, Science and Commerce for Women, Tumkur, hereinafter referred as SSCASCW, (which expression unless excluded by or repugnant to the subject shall mean and include its successors and assigns), an institute Affiliated to Tumkur University, Recognized by Govt. of Karnataka, for imparting high quality education in basic sciences and situated at B.H. Road, Tumkur-572101, Karnataka, represented by its The Principal on the one part.

AND

Adita Biosys Pvt. Ltd., a reputed and CCSEA, DTL and NABL Certified Toxicology service and Research Organization located at Plot No. SPL 26, 2nd Stage, KSSIDC, Industrial Estate, Antharasanahalli, Tumkur-572106, Karnataka, hereinafter referred as ABPL, (which expression unless excluded by or repugnant to the subject shall mean and include its successors and assigns), which has GLP compliant laboratories and animal house facilities at the site referred to above, represented by Executive Director Mr. Chethan Basavaraj on the other part.

Whereas SSCW is an Institute of national importance that imparts Education and carries out Research in the field of Biology.

And whereas ABPL is a reputed and established contract research organization, founded in 2015 by a group of experienced and motivated toxicologists; carries out Research in the fields of general toxicology, microbiology, mutagenicity and environmental toxicology; has considerable expertise in the field of safety assessment research, both using in-vitro and in-vivo test systems; has qualified and certified multidisciplinary team of scientists; has established excellent animal house facilities complying with all regulatory, ethical and scientific requirements; offers safety evaluation solutions to innovators and industries throughout the world with its Global clientele; actively partners with discovery and research groups of pharmaceutical, biological and chemical industries; and aspires to be a Centre for Excellence in product safety evaluation.


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Therefore, ABPL and SSCASCW recognized that mutual collaboration, given each other's strengths in research and facilities thereof, will mutually benefit the students and faculties of SSCASCW and the scientists and clients of ABPL.

Now therefore the parties hereto have agreed to enter into a Memorandum of Understanding (MOU) considering the long-term benefits of sharing the knowledge between the Institutes and establish a vibrant academic collaboration, by undertaking joint activities in their respective fields of research, as below (hereinafter referred to as "Activities").

AND WHEREAS both the Institutions work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large and whereas both ABPL and SSCASCW are convinced about the mutual benefit of forging formal linkage to develop collaborative teaching and research programs in the areas of their core competence with special focus on Biology and Biomedical research in relation to human diseases.

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

1.0 Objectives of collaboration

1. To collaborate and co-operate with each other in order to enhance the quality of teaching, training and research activities.
2. Encourage students / research personnel of either Party to attend lectures, seminars, workshops and conferences in the respective areas of interest.
3. To share research infrastructure and expertise available at ABPL with SSCASCW under mutually agreed framework.
4. To provide for exchange of students and other researchers of SSCASCW with ABPL and facilitate industrial visits for students to ABPL.
5. To jointly publish research papers in reputed national/international journals and leverage the same for developing additional collaborative linkages via procuring Bio cluster-facilities through extramural funding schemes.
6. Encourage joint research activities and projects by the faculty members/scientific personnel of SSCASCW and ABPL.
7. To work jointly for the common research interest at national and international level. This includes preparation of research proposals and their implementation as per the research programs.
8. To support the exchange of academic and training material including access to library and other digital resources of each other.


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9. To encourage any other activities that both the parties agree to be of mutual benefit.

2.0 Joint Research Programs

ABPL and SSCASCW may submit joint research proposals to national and international funding agencies in the areas of scientific research. For this purpose, roles and responsibilities of participating faculty members will be finalized on mutual discussion between the parties hereto in advance and confirmed by exchange of communications. The students and faculty of SSCASCW can be visited to ABPL as part of this program.

The procedural aspects of collaboration including financial obligations of each of the parties hereto shall be finalized on mutual discussion in respect of each specific project under this MoU and a separate agreement containing specific terms and conditions therefore will be executed between the parties hereto.

3.0 Confidentiality

Both parties hereunder agree that any information disclosed by one party to the other while carrying out collaborative activities under this MoU shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.

All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.


4.0 Publications

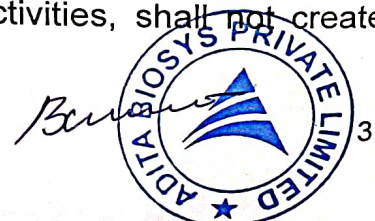
Publications, if any, in respect of the activities covered under this MOU shall be in the names of involved personnel from both parties. All publications (papers, reports etc.,) it will be duly acknowledged that the work has been carried out by ABPL and SSCASCW under this MOU between the parties.

All ethical guidelines of research publication existent at both the Institutions will be followed strictly.

5.0 Financial Commitment

This MOU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create


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financial commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.

6.0 Indemnification

- a. The Parties agree to indemnify and hold each other harmless from and against any all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or in connection with any breach of the terms and conditions of this Memorandum of Understanding (MOU).
- b. The indemnifying party shall indemnify and defend the indemnified Party against any third-party claims to the extent arising out of or relating to the indemnifying Party's breach of its obligations under this MOU.
- c. This indemnity shall extend to any act, omission, or negligence of the indemnifying Party, its employees, agents, or representatives, which results in a breach of any provision of this MOU.
- d. In the event of any claim that may give rise to indemnity under this clause, the indemnified Party shall promptly notify the indemnifying Party in writing of the claim, specifying the nature of the claim and providing all relevant information.
- e. The indemnifying Party shall have the right to assume the defense of any such claim, with counsel reasonably acceptable to the indemnified Party. The indemnified Party shall not settle any claim without the prior written consent of the indemnifying Party, which shall not be unreasonably withheld.
- f. Regardless of any other provision herein, the indemnifying Party's overall liability under this indemnity clause shall be limited to an amount equal to the loss arising from gross negligence, misconduct, or a breach of any terms of this MOU.


7.0 Term and termination

This Memorandum of Understanding will be in force for a period of five years from the date of signing of the same and thereafter may be renewed for further period of five years subject to such other terms and conditions as may be mutually agreed upon.

This MOU may be terminated by either party by issuing a two months' notice in writing to the other party prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities are met in full after the notice of termination.

8.0 Governing Law and Dispute Resolution

Nothing in this MoU shall constitute, or be construed, a party as the partner, agent, employee or representative of the other party. Either of the Parties hereto must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of the other Party without the prior written approval of the other Party.


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Each of the parties hereto agrees to comply with all laws applicable to the party concerned in respect of the activities undertaken in pursuance of this MoU. The contract shall be governed by the Law of India for the time being in force and any dispute arising herein shall be subject to the exclusive jurisdiction of the courts of Tumkur.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MoU ON THE DATE SET FORTH ABOVE.

SIGNED and DELIVERED for and on behalf of,

Sree Siddaganga College of Arts, Science and Commerce For Women,


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B.H. Road; TUMKUR.
Name: H.M. Dakshinamurthy
Title: principal

Witness:


Name: Maheshwari S
Title:

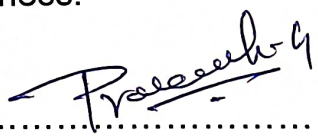
SIGNED and DELIVERED for and on behalf of,

ADITA BIOSYS PVT. LTD.,



Name: Chethan Basavaraju
Title: Director

Witness:


Name: Dr. PRAKASH GERIYOL
Title: T.F.M.