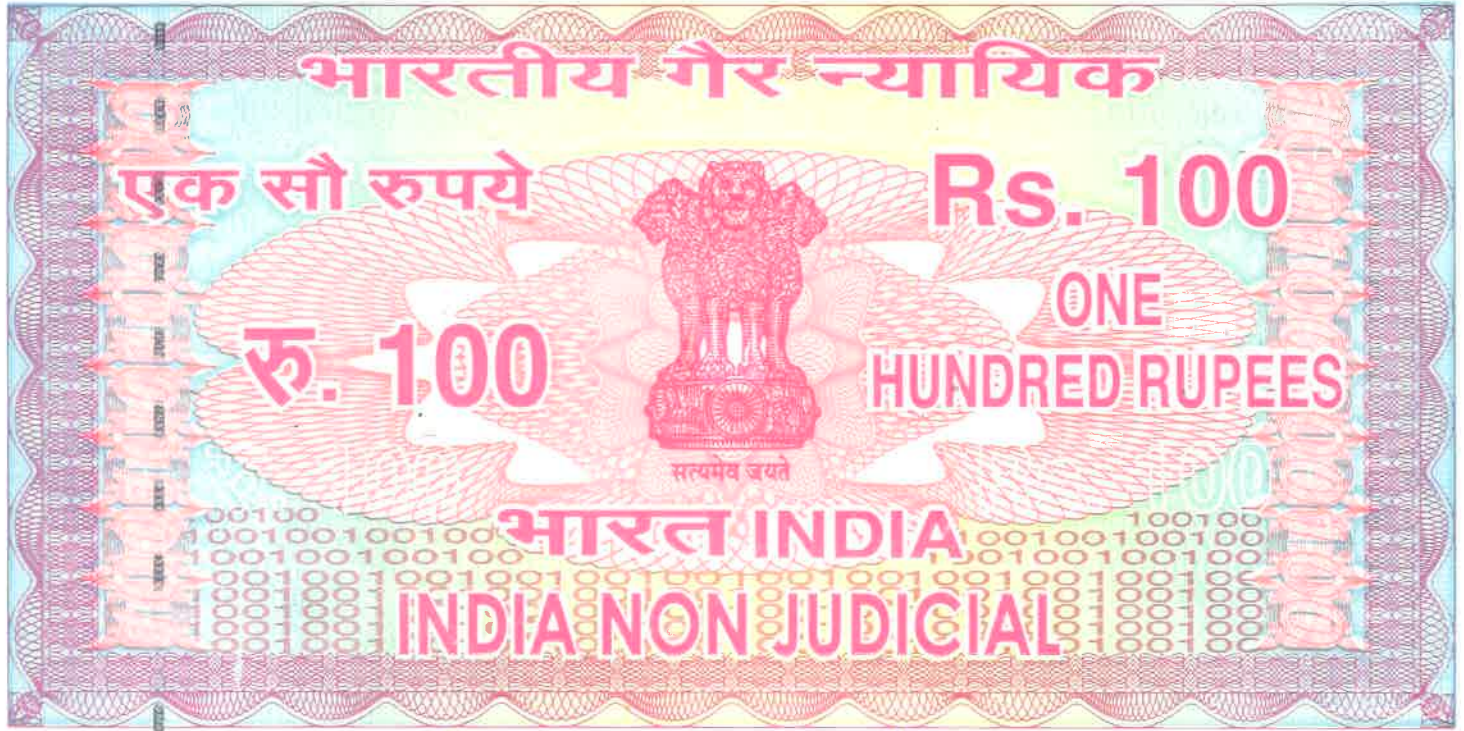




10.8.2022
தமிழ்நாடு தமிழ்நாடு TAMILNADU
Secretary
Kongunadu Arts
& Science College
Cbe

CR 223565
D. DINESHKUMAR
STAMP VENDOR
Coimbatore, CBE-34, T.Nadu
L No. 7571/B1/93



MEMORANDUM OF UNDERSTANDING

ON

COOPERATION BETWEEN

DEPARTMENT OF BIOTECHNOLOGY, KONGUNADU ARTS AND SCIENCE
COLLEGE, COIMBATORE-641029

AND

THE ARYA VAIDYA PHARMACY (CBE) LTD., KERALA-678621

Preamble

This Memorandum of Understanding (the "MoU") is entered on this day 12th August 2022, (The "Effective Date") between

Department of Biotechnology of Kongunadu Arts and Science College (hereinafter referred to as "KASC") having its office at GN Mills Post, Coimbatore-641 029 OF THE FIRST PART, represented by Dr C A Vasuki, Secretary and Director and

Dr C A Vasuki

The Arya Vaidya Pharmacy(Coimbatore) Limited, having its office at Opp. Railway Station, National Highway 47, Palakkad District, Kanjikode, Kerala-678621, (hereafter referred as "**AVP**") OF THE SECOND PART, represented by Dr.A.Sindhu., Head – Technical & R&D.

The Department of Biotechnology of KASC and AVP are individually referred to as "Party" and collectively as the "Parties".

NOW THEREFORE THE PARTIES HERETO AGREE AS UNDER:

1. That this Memorandum of Understanding will be for a period of 2 (Two) years with effect from the date of signing of this MOU (the "**Term**"). On the expiry of the said Term, the Parties may renew this MoU for a further period of 5 (Five) years, with mutual written consent.
2. The roles and responsibilities of the Parties during the course of this collaboration shall broadly include the following aspects:
 1. The medicinally important plant materials for micropropagation will be supplied by **AVP**
 2. Initially, **Department of Biotechnology of KASC** will work on the medium standardization for *in vitro* propagation of the supplied medicinal plants/explants
 3. Once standardization is over, **Department of Biotechnology of KASC** will produce secondary hardened plantlets from *in vitro* raised culture and the plantlets will be supplied to **AVP** as they require
 4. The cost of such activities shall be mutually decided
 5. Both parties shall apply for grants for the above-mentioned activities
3. Either Party shall not at any time, either during the continuance of or after the termination of this MoU, use, disclose or communicate to any third person whatsoever any Confidential Information which they may have or of which they may have become possessed during the course of the Parties' association nor shall any Party supply the names or addresses of any clients, customers, vendors or agents of the other Party to any person except as consented to by the other Party as ordered by a Court of competent jurisdiction. It is further agreed that no Party shall, at any time during the continuance of this association or on expiry or on termination/cessation of this association or thereafter, issue any statements to the press (whether oral or written) without written consent of the other Party. Such restriction shall apply to any statement to any representative of television, radio, film or other similar media and to writing of any article for the press or otherwise for publication on any matter connected with or relating to the business of the other Party.

The obligations under this Clause shall survive the termination or expiration of this Agreement.



The term confidential shall not include information available in the public domain or through prior expertise of lawfully obtained or available from a third party or other legally available sources. It is further clarified that this clause will not apply to knowledge of a general academic nature and the sharing of existing knowledge and capabilities of the individual Party, and any technology developed in the Parties' independent capacities.

4. Both Parties agree that all decisions between the **Department of Biotechnology of KASC** and **AVP** shall be carried out after mutual discussion, agreement and written consent.
5. Both the **Department of Biotechnology of KASC** and **AVP** agree to respect and abide by each other's regulations, policies, stipulations and shall observe good commercial practice.
6. This MoU can be terminated by either of the Parties by giving the other Party three months written notice. It is clarified that during the period of notice, the Parties shall be bound by the terms and conditions of this MoU and shall fulfil all outstanding obligations.
7. Each Party agrees to nominate a qualified representative from the appropriate domain and the nominated representatives shall work as team for an effective liaison and successful implementation of this MoU.
8. Any Dispute arising out of or in connection to this MoU shall be finally and exclusively settled by arbitration in Coimbatore, Tamil Nadu, India through arbitration by a sole arbitrator who shall be appointed jointly by the Parties through mutual agreement. In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
9. This MoU supersedes all prior understandings, if any, between the Parties concerning the subject hereof.
10. No amendments to the MoU shall be valid unless executed in writing and signed by both Parties.
11. That this Agreement shall in all respects be interpreted, enforced and governed under the laws of India.
12. Notices under this MoU shall be in writing and will take effect from receipt at the address as notified by each Party. Delivery can be made through post/email/courier against a written confirmation of receipt. Designation of the authorized representative of each Party, their respective addresses and other contacts are given herein below:

Janki Datta

(a) Dr C A Vasuki

Secretary and Director

Kongunadu Arts and Science College (Autonomous)

G N Mills Post

Coimbatore 641 029

Website: www.kongunaducollege.ac.in

(b) Dr A.Sindhu

Head – Technical & R&D,

The Arya Vaidya Pharmacy (Coimbatore) Ltd.

Opp. Railway Station, National Highway 47

Palakkad District

Kanjikode, Kerala-678621

IN WITNESS WHEREOF the Parties hereto have carefully gone through the contents of the Memorandum of Understanding (MoU) and have signed and put their seals on the aforesaid MoU and agreed to abide by the terms and conditions as laid down therein in totality have signed this MoU as of the day and year first above written.

Signatories

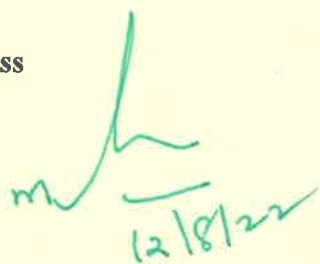
For Department of Biotechnology of KASC,
represented by Dr C. A. Vasuki

SECRETARY & DIRECTOR
Kongunadu Arts & Science College
COIMBATORE - 641 029.

For The Arya Vaidya Pharmacy (Cbe) Ltd.,
represented by Dr A.Sindhu

Witness

1.


12/8/22

2.


12.8.22

Witness

1.



2.

