



Xcellogen Biotech Pvt Ltd

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Memorandum of Understanding

The Memorandum of Understanding (MOU) made on this day 13/03/23 between M/S Xcellogen Biotech India Pvt Ltd, Pettah, Thiruvananthapuram Kerala 695024 (hereinafter referred to as "Xcellogen") and Mohandas College of Engineering and Technology, Anad PO, Nedumangad, Thiruvananthapuram 695541 (hereinafter referred as MCET).

About MCET

Mohandas College of Engineering and Technology is situated in Nedumangad in Kerala state of India. Established in 2002. Besides a robust teaching pedagogy, Mohandas College of Engineering and Technology is also a leader in research and innovation. Mission of the college is to produce excellent professionals with social commitment throughout the state of art teaching -Learning process assisted by highly qualified Faculty, research, cocurricular activities that enhances social and individual empowerment. This institution is committed to impart value added education of highest quality to the students by providing state-of-the-art facilities in order to mould them into competent professionals and better citizens. It also aims to enhance customer satisfaction through effective communication, application and continuous upgradation of quality management system.

About Xcellogen Biotech India Pvt Ltd

Xcellogen is one of a Leading Biotech company in South India and was started in 2018, keeping in mind the requirement of the academia. Xcellogen forayed into the contract research services sector in the same year with the setting up of Xcellogen Biotech Research Services Division to provide integrated research services to students and researchers from bio field. The Product Development wing of Xcellogen came into existence in 2019 with an aim of undertaking research activities for collaborative research Institutes and for promoting ongoing Projects for freelance researchers. With a concept of becoming a one-stop solution for the needs of Bioscience Researchers

Preamble:

The *Xcellogen* and MCET, recognizing the mutual interest in the fields of research, development, consultancy and dissemination of knowledge on long term basis in the area of Biotechnology and allied fields are committed to promote joint research activities and faculty and students development programs. The *Xcellogen* and MCET are willing to join hands to facilitate joint research projects, consultancy, student's internship/dissertation work/ Placements in the areas of their mutual interests and benefits. Therefore, both the parties agree to establish collaboration according to the terms and conditions set out, in the area of biotechnology and its related fields, following hereunder.

1. JOINT RESEARCH ACTIVITIES

- a. *Xcellogen* and MCET based on the expertise available shall encourage joint research activity & projects.
- b. *Xcellogen* and MCET will jointly submit Research Proposals of mutual interests to Govt. & other Non-Govt. agencies for funding.
- c. *Xcellogen* will facilitate sponsorship programs for research collaboration for MCET's faculty members, researchers and students.
- d. *Xcellogen* and MCET will develop a mechanism for developing technology transfer for the products developed under this MoU.
- e. Any other research/collaborative activities such as seminar, workshops, consultancy, development of research data & facilities in the area of biotechnology for mutual benefit.

2. FACULTY & STUDENT'S EXCHANGE PROGRAM/ACTIVITIES

- a. *Xcellogen* will also contribute for framing curriculum and syllabi to meet the industry's need and nominate one expert for the board of studies of Biotechnology Department.

- b. *Xcellogen* will facilitate internship training/dissertation work as per the course curriculum of MCET & Placement of MCET 's students from Biotechnology Department either from their own resources or from the resources available with the Government of India especially the Department of Biotechnology.
- c. *Xcellogen* will allow registration for Graduates/Post Graduates working with *Xcellogen* for Post-Graduation/Ph.D. Degree Programs under partly paper & partly research program with internal & external guides as per MCET guidelines. *Xcellogen* will provide detailed CVs of its 5-6 Scientists who can be external guides for Post-Graduation/Ph.D. Degree Programs with mutual consent in future.
- d. *Xcellogen* will provide Internship/placements for the students of Biotechnology, MCET in India & also for *Xcellogen* overseas projects, as per requirements. Preference will be given to those students who have undergone internship training/ dissertation work in *Xcellogen*

3. ADMINISTRATION OF PROGRAMMES/ACTIVITIES

Various programmes/activities under the memorandum of understanding will be administered by the Coordinators one each to be appointed by the MCET and *Xcellogen* respectively. The coordinators will coordinate various managerial/Administrative activities and will also interact with the MCET and *Xcellogen* (personnel).

4. COMMENCEMENT AND TENURE OF MoU

This Memorandum of Understanding will take effect on the date of signature by both the parties herein. It shall remain in force initially for a period of three years and can be amended/ terminated on mutual written agreement between *Xcellogen* and MCET.

Terms of Agreement

- This MoU is a non-exclusive agreement for collaboration between both parties, for mutual benefits.
- This MoU is valid for a period of three years, and may be extended further on mutual consent.
- For the services rendered by one party to the other, the service charges, if applicable, shall be mutually agreed upon, and paid to the service provider.
- The acquired funds for the research program from various sources will be subjected to the accounting procedures of the two parties. Each party shall meet the expenses between them as mutually agreed.
- All publications resulting from collaboration between the two parties (under mutual agreement) will be mentioned in the scientific reports of the parties.
- Both Parties will designate a representative from each side who will be the primary point of contact on behalf of that party.

- This MoU will be renewed automatically, if a party does not give one month termination notice period. The MoU can be terminated with a 30 day notice in writing from either side. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
- If the MoU is terminated steps shall be taken to ensure that the termination does not affect any prior obligations, projects or activities already in progress.

ARTICLE – VI: Confidentiality

During the tenure of the MoU both MCET and Xcellogen Private Limited will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both MCET and Xcellogen Private Limited shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS. Further both MCET and Xcellogen Private Limited should put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information should not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain.
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE – VII: Amendments

Any amendment and/or addenda to the AGREEMENT should be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

a) Compensation

Neither Party shall be liable to the other for any incidental, indirect, special or consequential damages, including but not limited, to loss of profits, loss of use, loss of revenues or damages to business or reputation arising out of or in connection with this Agreement or any aspect thereof. Neither Party shall be liable to the other by reason of the termination or expiry of this Agreement for compensation or damages on account of the loss of prospective business or on account of expenditures in expectation thereof.

b) Force Majeure

Any delay or failure in performance by the party to this Agreement, shall not constitute default hereunder to give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party including but not limited to acts of Nature, Strikes, Lock outs or other concerted acts of workmen, fires, floods, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, pandemic situation, civil commotion and criminal acts of third persons. If the project under execution is delayed by such force majeure, then upon the happening of such delay, the parties within 30 days of the happening of such event, shall give notice in writing, requesting for extension of time indicating the period for which extension is desired. Efforts will be made by both parties to give fair and reasonable extension of time for the projects at their discretion but no monetary allowances shall be made unless it is mutually agreed.

c) Approval of the MoU

This Agreement may be signed by authorized officials, whether by original signature or by scanned signature due to the current situation (provided the pdf documents accompanied with official email), signature/approval over official email, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.

d) Dispute and Settlement

i) In case of any dispute (s), steps shall be taken by the parties to the MOU to settle the same through amicable negotiations. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the designated official as per the bye law of MCET, Thiruvananthapuram to arrive at a settlement.

In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration for resolution of the dispute under Arbitration and conciliation Act 1996. The arbitration

proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996. The dispute shall be referred for arbitration to sole arbitrator to be appointed by the designated official (s) as per the bye law of MCET-Thiruvananthapuram. The award of the sole arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Thiruvananthapuram in India. The Award to be given by the Arbitration shall be a speaking award.


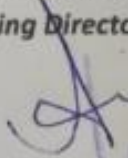

ii) Applicable Laws and Jurisdiction of Courts

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the MoU including the arbitral proceedings. The competent Courts at Thiruvananthapuram in the State of Kerala - India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this MoU shall be to the exclusive jurisdiction of Thiruvananthapuram courts in the State of Kerala.

Read, Understood and Consented.


IN WITNESS WHEREOF the undersigned, duly appointed representatives of the *Xcellogen Biotech India Pvt Ltd*, and *Mohandas College of Engineering and Technology-Thiruvananthapuram* respectively, have on behalf of the Parties signed the present Memorandum of Understanding on this day 13/03/23.

Authorized Signatories

For	For
Mohandas College of Engineering and Technology Thiruvananthapuram, Kerala	Xcellogen Biotech India Pvt Ltd
Name: Dr S. Sheela Principal, MCET	Name: Mr. Anooj E S Xcellogen Biotech India Pvt Ltd Managing Director
 13/03/23	 13/03/2023
Dr. S. SHEELA PRINCIPAL	(With Seal)
(With Seal)	

Mohandas College of Engineering & Technology
Anad, Nedumangad, Thiruvananthapuram- 695 544

Witness:


Gireesh Baig



Witness:

Jerry Jones
