



കേരളം KERALA

CW 615833

MEMORANDUM OF UNDERSTANDING (MoU)

between

St. Albert's College (Autonomous), Ernakulam, Kerala, India.

and

Omicsgen Life Sciences Pvt Ltd, Kalamassery, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 22nd day of February 2021 between St. Albert's College (Autonomous), Ernakulam, Kerala, India (hereinafter referred to as "ALBERTS") represented by its Chairman, Rev. Dr. Antony Thoppil as the first party and Omicsgen Life Sciences Pvt Ltd, Kalamassery, Kerala, India (hereinafter referred to as "OLS"), represented by its Director and Principal Investigator, Dr. Beena P. S. as the second party. First Party and Second Party may be collectively referred to as the "Parties" or individually as a "Party."

NO. 6007 Date 15.03.2021
Value of Rs. 100/-
Sold To St. Albert's College

JAYAKUMAR G.
Stamp Vendor
High Court Of Kerala
Ernakulam





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Purpose

Whereas

1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 49 programs in both UG and PG and 10 research degrees.
2. ALBERTS, through its Department of Zoology, is desirous to associate with OLS on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

3. OLS, having its Head Office at Kerala Technology Innovation Zone, Kalamassery, is a well-known industry that supports OMICS services in the field of Genomics, proteomics and metabolomics.
4. OLS is desirous to associate with ALBERTS on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

To 68000 Date 03.03.2021
Value of Rs. 100/-
Sold To St. Albert's College

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NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

ALBERTS and OLS recognize that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and industrial cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities with the approval of the authorized signatories.

5. ALBERTS and OLS shall engage in the exchange of faculty members for lectures, talks, conferences, seminars, symposia and sharing ideas for enrichment of academic program offerings of either institute.
6. ALBERTS and OLS may exchange academic information and materials of interest.
7. ALBERTS and OLS may exchange scientific and educational literature produced by either or both parties.
8. OLS shall conduct joint workshops/academic activities and programs, either at ALBERTS or OLS, on a cost sharing process. The activity will be discussed on a case-by-case basis and will be executed following mutual written agreement from the respective authorized signatories.
9. OLS shall deliver live cases/problems faced in the industry where the students of ALBERTS can have access for class-room discussion. The outcome of such discussions may be shared with OLS for evaluation/assess the practicality of the solution to the existing problem.
10. OLS shall support ALBERTS in having industry experts as mentors for their students with no monetary obligation on either party and these mentors would support students in their smooth transition from Campus to Corporate.
11. OLS shall deliver industry lectures at ALBERTS for the development of students with no monetary obligation on either party.

The above activities will be carried out in such a manner so as not to digress from the established traditions and regulations of each party.



Fr. ANTONY THOPPIL
CHAIRMAN
ST. ALBERT'S COLLEGE (AUTONOMOUS)
ERNAKULAM, KOCHI-18

Costs

12. Implementation of each activity mentioned in the above clause (5 to 11) of the MoU shall be subject to the availability of the required funds for the activity. Specific financial agreements will be executed between both parties on finalization of activities under this MoU. It is understood that neither party has any financial obligation to other party under this agreement

Intellectual Property Rights

13. Any material developed through activities pursuant to this MoU will be the joint property of both ALBERTS and OLS. Any such material may be disseminated by a party only after obtaining prior written consent of the other party.

Applicable Law and Jurisdiction

14. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of three arbitrators mutually agreed by the parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be in a mutually agreed location. This MoU shall be governed by and construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.


Indemnity

15. Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to deficiency in performance of any acts under this MoU.

Assignment

16. Neither party will assign its rights or obligations under this MoU without the prior written consent of the other Party, however such requests shall not be withheld unreasonably. This MoU will be binding upon the Parties and their respective legal successors and permitted assigns.




FR. ANTONY THOPPIL
CHAIRMAN
ST. ALBERT'S COLLEGE (AUTONOMOUS)
ERNAKULAM, KOCHI-18


Confidentiality

17. The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other Party.
18. Students might be working on confidential projects and should not be disclosing any confidential information. Students cannot share data collected during the study in any of their assignments, however are free to share their learnings without impacting confidentiality agreements with clients.

Tenure of MoU


19. This MoU shall be effective for a period of five (5) years from the date of execution of this agreement, and can terminate or amend this agreement by giving the other party a written notice one (1) month in advance.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:



Rev. Dr. Antony Thoppil
Chairman
St. Albert's College (Autonomous)






Dr. Beena P. S.
Director & Principal Investigator
Omicsgen Life Sciences Pvt Ltd



Principal:



Witness 1:




Fr. John Christopher
Registrar



HoD:

Witness 2:



Dr. Jina G. Krishna
Assistant Professor
Department of Zoology
St. Albert's College (Autonomous)