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Memorandum of Understanding

Between

HLL Lifecare Limited

and

Department of Biotechnology & Biochemical Engineering

Sree Chitra Thirunal College of Engineering, Pappanamcode,

Thiruvananthapuram

21st December 2021



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CZ 683999

Memorandum of Understanding between HLL Lifecare Limited and Department of Biotechnology & Biochemical Engineering, Sree Chitra Thirunal College of Engineering, Pappanamcode, Thiruvananthapuram

This Memorandum of Understanding (herein after referred to as (MoU) is made on the 21st day of December, Two Thousand and Twenty One between HLL Lifecare Limited, [CIN: U25193KL1966GOI002621], a Government of India Enterprise incorporated as a company under the Companies Act 1956 with Registered and Corporate office at HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, mentioned hereafter as "HLL", on one part and represented by Shri. E A Subramanian, Director (Technical & Operations), HLL LIfecare Ltd and Department of Biotechnology & Biochemical Engineering, Sree Chitra Thirunal College of Engineering, Pappanamcode, Thiruvananthapuram, an Engineering College approved by AICTE and affiliated to APJ Abdul Kalam Technological University, mentioned hereinafter as "Department of BT & BCE, SCTCE" on the other part and represented by Dr. K B Radhakrishnan, Professor and Head, Department of Biotechnology & Biochemical Engineering (BT & BCE), Sree Chitra Thirunal College of Engineering,

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WHEREAS both HLL and Department of BT & BCE, SCTCE, (hereinafter called 'Parties') desires to carry out programmes for promoting industry-academic interaction, herein referred to as "programme/programmes", jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the programme.

WHEREAS the HLL and Department of BT & BCE, SCTCE agree to enter into industryacademic interaction programme, and both the parties agree to enter into an MoU with the terms as follows.

OBJECTIVES OF INDUSTRY-ACADEMIC INTERACTION PROGRAMME

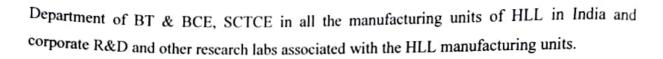
- The major objectives for which the parties associate with each other are:
- a. To effectively share the facilities and expertise for improving the capabilities for advanced education and research.
- B. To facilitate academic and research interactions among faculties & students of Department of BT & BCE, SCTCE and employees of HLL. To extent facility in HLL to provide application in academics and research for the faculties & students of

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- Increase the relevance of the academic research and consultancy in the research and product development initiatives at HLL.
- Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.
- e. To enable the use of laboratories and test facilities in Department of BT & BCE, SCTCE on a preferential basis and mutually agreed concessional rate by HLL and vice versa.
- f. On a case to case basis to provide opportunity for students- from undergraduate, graduate, and research scholars of Department of BT & BCE, SCTCE to undertake industrial training and projects in HLL for Mutual benefit.
- g. To encourage the training of employees of HLL in Continuing Education activities, Skill development activities and Subject upgradation workshops using the facilities of Department of BT & BCE, SCTCE.
- To provide expert faculty from HLL for academic and training programmes at Department of BT & BCE, SCTCE.
- To provide advice in formulating curriculum and syllabus of courses of Department of BT & BCE, SCTCE by the experts from HLL.
- To conduct joint/collaborate research and consultancy.
- To attend in-plant training for faculties and staffs of the Department of BT & BCE,
 SCTCE at HLL.

COURSES, SEMINARS AND WORKSHOPS

HLL and Department of BT & BCE, SCTCE will each other inform, and make available, on an "as- available" basis, slots to personnel in short courses, lectures, Workshops and seminars conducted by them covering various areas of common interest. Department of BT & BCE, SCTCE may also develop programmes and conduct courses for HLL personnel. HLL will also support Department of BT & BCE, SCTCE, in the development and co-ordination of conferences and workshops in areas of mutual need and concern.

IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme, HLL and Department of BT & BCE, SCTCE also agree that:

- a. The interaction between HLL and Department of BT & BCE, SCTCE will be implemented by creating a Coordination Cell both at HLL and Department of BT & BCE, SCTCE.
- b. Each such cell will be headed by an employee nominated by the respective Head of institution/Department who shall be designated as Network Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- c. HLL and Department of BT & BCE, SCTCE will constitute a Network Coordination Committee (NCC) for regular monitoring of the activities and achieving the set targets. The Committee will meet at least once in six months and review the progress.
- d. If the activities could result in the form of publication/patent then the IPR will be with both the institutions with due percentage share mutually agreed upon.
- Notwithstanding this MoU, HLL and Department of BT & BCE, SCTCE will sign separate agreement for specific projects.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

HLL and Department of BT & BCE, SCTCE also agree that they will abide by the non-disclosure of any confidential information exchanged during the Programme.

FINANCE

Regarding the financial arrangement during the Project implementation, HLL and Department of BT & BCE, SCTCE further agree to:

- Both the institutions will engage services of the existing employees for the Programme and no additional staff will be provided.
- Both the parties will utilize existing infrastructure for industry-academic interaction arrangement.
- c. All expenses in connection with implementation and monitoring such as TA/DA, boarding/lodging and conveyance of members will be borne by the respective institutions.



INDEMNIFY

Both parties hereby indemnify and shall keep indemnifed and protected the other party and their respective officers and employees from and against any legally settled claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

DURATION

This MoU will be active for a period of (5) five years from the date of this MoU. It will be extended for further period upon mutual consent

TERMINATION

Either party has the right to terminate this MoU by giving ninety (90) days written notice to the other party.

JURISDICTION

In the event of any dispute arising out of this MoU, the parties agree that the courts of Thiruvananthapuram, Kerala alone will have Jurisdiction.

The two parties of this MoU agree to act in good faith and in a spirit of Mutual understanding and accommodation to facilitate the achievement of goals set under the programme.

IN WITNESS WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the day and year

> Dr. K B RADHAKRISHNAN Dept of Biotechnology & Biochemical Engineering

Dr. K B Radhakrishnan

Professor and Head.

Department of Biotechnology and Biochemical Engineering.

Sree Chitra Thirunal College of Engineering, Pappanamcode, Thiruvananthapuram

FOR AND ON BEHALF OF Sree Chitra Thirunal College of Engineering, Pappanamoode,

Thiruvananthapuram

ई.ए. सुबमण्यन / E.A. SUBRAMANIAN निदेशक (तकनीकी एवं प्रचालन) Director (Technical & Operations)

Professor & Head

Size Chilia Thounal College of Engineering

Pappanamoode, Invandrum Neraia, 655-244

Mr E A Subramanian

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Director (Technical & operations), HLL Lifecare trimited, Frivandrum 95 012

FOR AND ON BEHALF OF HLL Lifecare Limited, Trivandrum

WITNESS:

Mr. Venugopal S
 Joint General Manager
 HLL Lifecare Ltd.
 Peroorkada, Thiruvananthapuram 695005



2. Prof. Susmithakumari S

Assistant Professor
Department of Biotechnology & Biochemical Engineering
Sree Chitra Thirunal College of Engineering
Pappanamocode, Thiruvananthapuram-695018