

RAM BIOLOGICALS

8/528-1, Near Kuttiady Irrigation Project Office, Moottoli, Kakkodi P.O, Calicut, Pin - 673 611
Mob: 9446048233, 0495 4025433, E-mail: rambiol@rediffmail.com, rambiologicals@gmail.com

Memorandum of Understanding Between:

**RAM BIOLOGICALS, 8/528-I, Near Kuttiadi Irrigation Project
Office, Moottoli, Kakkodi P.O, Kozhikode-673 611, Kerala.**

and

**Department of Biotechnology & Biochemical Engineering, Sree
Chitra Thirunal College of Engineering, Pappanamocode,
Thiruvananthapuram 695018, Kerala**


This Memorandum of Understanding (MoU) is entered into this day on 31st August 2021 by and between RAM BIOLOGICALS, 8/528-I, Near Kuttiadi Irrigation Project Office, Moottoli, Kakkodi P.O, Kozhikode-673611, Kerala, Kozhikode Dist., Kerala State. (Hereinafter referred to as "RB"), on the One Part.

And

Principal, Sree Chitra Thirunal College of Engineering, Pappanamocode, Thiruvananthapuram 695018, Kerala, India. Department of Biotechnology and Biochemical Engineering of Sree Chitra Thirunal College of Engineering, Pappanamocode, Thiruvananthapuram 695018, Kerala was established in 2002 (hereinafter referred to as "the Academic Collaborating Institute (ACI)").

Recitals

- a. RAM BIOLOGICALS (RB) was established in the year 2000 as an ISO 9001:2015 QMS Certified organization and a leading Environmental Consultancy in Waste Management and Water Treatment Solutions based in Kozhikode, Kerala.
- b. Sree Chitra Thirunal College of Engineering (SCTCE), Pappanamocode, Thiruvananthapuram 695018, Kerala, India is a premier Government controlled Engineering College which was established by the Government of Kerala in the year 1995 under Kerala State Road Transport Corporation(KSRTC) and affiliated to APJ Abdul Kalam Technological


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University (KTU) with AICTE approval for academic programs in various Engineering streams. Department of Biotechnology & Biochemical Engineering of SCTCE was started in the year 2002.

- v. The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both the Academic Collaborating Institute and RB
- d. Academic Collaborating Programme (ACP). ACP is expected to bridge the gap between campus and corporate and thereby enhancing the employability of emerging workforce. Some of these activities are: Workshop for students, Faculty Development Programs for teachers, Student Awards to encourage healthy competition at colleges, Internship Training opportunity for students of Department of Biotechnology & Biochemical Engineering of SCTCE.

NOW THIS MoU WITNESSETH as follows:

Areas of cooperation


1. RB agrees to offer a package of Academic Collaborative Programme, containing the following, to the Collaborating Institute. RB shall support the student and teacher communities through workshops, Faculty Development Programmes and student internships and Target per year Workshops for students on mutual convenience.
2. The ACP Institute will support RB in its learning, hiring, and value engineering of products, Research & Development requirements of new products, new innovations and satisfactory implementation within the stipulated time period on mutual convenience.
3. Confidentiality: Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or


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other tangible form, orally or visually (subsequently reduced to writing)

Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect notwithstanding any termination of this MoU.

4. Intellectual Property Rights: IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any RB proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by RB hereunder, and all customization's, enhancements and modifications thereof, will not be transferred from RB to the ACP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with RB.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.
6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship


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between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.


7. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
8. This MoU may not be amended without the prior written consent of both the parties.
9. This MoU will be effective for three years from 31st August 2021. This MoU can be renewed based on mutual convenience.
10. Governing Law: This MoU shall be governed by the laws of India and the Courts in Kochi, Kerala shall have exclusive jurisdiction.
11. Termination: Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
12. Notices: All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To

RB :RAM BIOLOGICALS,
8/528-1, Near Kuttiadi Irrigation Project Office,
Mootoli, Kakkodi P.O, Kozhikode-673 611

To

The ACP Collaborating Institute:
Department of Biotechnology & Biochemical Engineering,
Sree Chitra Thirunal College of Engineering,
Pappanamocode, Thiruvananthapuram 695018,
Kerala


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or to such other person or addresses as any of the Parties shall have notified to the others.


All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

13. FORCE MAJEURE:

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.


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14. Indemnity: Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein.

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first herein above written under their respective seal of office.

J. S. [Signature]
PRINCIPAL
Sree Chitra Tirunelveli
College of Engineering
Tiruvandram, T.N.



[Signature] Dr. Reena Anshuman
Authorized Signatory- Ram Biologicals.

Authorized Signatory SCTCE

Witness:

1 ANUPAMA *[Signature]*

2 Archana. K *[Signature]*