



सत्यमेव जयते

INDIA NON JUDICIAL

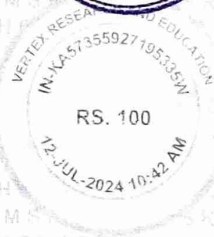
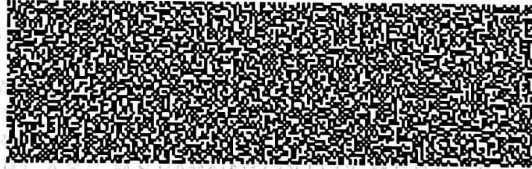
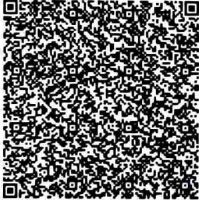
Government of Karnataka

Rs. 100

e-Stamp

**Certificate No.** : IN-KA57355927195335W  
**Certificate Issued Date** : 12-Jul-2024 10:42 AM  
**Account Reference** : NONACC (FI)/ kagcsl08/ JAYANAGAR6/ KA-JY  
**Unique Doc. Reference** : SUBIN-KAKAGCSL0869201865492201W  
**Purchased by** : VERTEX RESEARCH AND EDUCATION  
**Description of Document** : Article 12(b) Bond - Amount exceeding Rs.1000  
**Property Description** : AGREEMENT  
**Consideration Price (Rs.)** : 5,000  
 (Five Thousand only)  
**First Party** : M S RAMAIAH COLLEGE M S R C A S C  
**Second Party** : VERTEX RESEARCH AND EDUCATION  
**Stamp Duty Paid By** : VERTEX RESEARCH AND EDUCATION  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)

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Please write or type below this line

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is executed on the 12.07.2024, at Bangalore,

BY AND BETWEEN

Department of Biotechnology and Genetics,  
MSRCASC

VRE

Seal and signature

Seal and signature

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

GOVERNMENT OF KARNATAKA

**M S Ramaiah college of Arts, Science and Commerce- Autonomous**  
MSRIT post, 7<sup>th</sup> main, MSRnagar, Mathikere, Bengaluru 560054  
(herein referred to as First party)

And

**Vertex Research and Education ,**  
#No. 201, 2<sup>nd</sup> Floor, United Arcade Apt, No.3,  
6<sup>th</sup> Cross, Chikka Banaswadi, Bangalore – 560033  
(herein referred to as Second party)

is as below.

1. WHEREAS **M S Ramaiah college of Arts, Science and Commerce- Autonomous** is an college in Bangalore, started in the year 1994 and. herein after referred to as “**MSRCASC**”.

2. WHEREAS **Vertex Research and Education**, a proprietorship incorporated under the laws of India, whose registered office is at #No. 201, 2<sup>nd</sup> Floor, United Arcade Apt, No.3, 6<sup>th</sup> Cross, Chikka Banaswadi, Bangalore – 560033 represented by its **Principal Scientist and Founder-Proprietor**, Dr. Gokul Kesavan, herein after referred to as “**VRE**”. The company is engaged in research and development and education in the field of life sciences and biotechnology.

WHEREAS

The parties have discussed and deliberated on various terms of engaging in mutually beneficial activities to provide learning and development opportunities, including student training programs, workshops, student internships, research projects and publications etc. through sustainable development.

### 1. Sharing of Facilitates

1.1 Both the organizations agree to share their respective R & D facilities in order to promote academic and research interaction.

MSRCASC

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VRE

Seal and signature

1.2 There will be provision for mutual sharing of experts from "VRE" and resource persons from "MSRCASC".

## **2. Joint R & D Projects**

2.1 Research projects in the identified areas will be jointly undertaken by "MSRCASC" and "VRE" Both the organizations will submit collaborative research projects to various national and international funding agencies. Both the organizations would ensure the successful completion of the funded research projects.

2.2 Both "MSRCASC" and "VRE" agree to get the tax exemption whenever they provide fund to research and also procure the equipments for R & D purpose.

## **3. Technology transfer:**

3.1 Both "MSRCASC" and "VRE" agree to share the technology whenever feasible.

## **4. Joint Seminar/conference/Workshops/Hands on training programmes.**

4.1 Both "MSRCASC" and "VRE" agree to hold/ conduct whenever feasible, joint Conference/Workshop/Hands on training programmes in "MSRCASC" and "VRE".

## **5. Industrial visits:**

5.1. Both "MSRCASC" and "VRE" agree to organize industrial visits whenever feasible, for the students, staffs and delegates and also during the Conference /Workshop/Hands on training programmes.

## **6. Industrial training:**

6.1 Both "MSRCASC" and "VRE" agree to train the students of Biotechnology or other students and staff of "MSRCASC" by organizing industrial training programmes whenever feasible related to technology, Product development and documentation etc.

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VRE

Seal and signature

**7. Internships:**

7.1 Both "MSRCASC" and "VRE" agree to Provide summer internships to students. This helps in motivating the students, understanding industry environment and practices, job profiles, projects they can undertake besides facilitating them to earn some money to be spent usefully in the next academic year / semester.

**8. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND NON-DISCLOSURE**

8.1 Both parties recognize, accept and agree that all tangible and intangible information obtained or disclosed to the other party or its staff or employees including all details, documents, patient information an particulars and trade secrets (all of which are hereinafter referred to as confidential and / or proprietary information) of such party which may be communicated to other party, its staff / employees who may be privy under or pursuant to this contract and / or in the course of performance of such party's obligations under this contract shall be treated as absolutely confidential and the other party agrees and undertakes to ensure that it and all its staff / employees shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person at any purpose other than as may be necessary for due performance of the party's obligations herein and only for the benefit of the other party.

8.2 Both parties hereby unconditionally agree and undertake to ensure that they or their staff / employees shall not disclose or publish the existence of the terms and conditions of this contract or any information relating to it or other business which they may come across of performing their duties unless such disclosure or publication is strictly required by law or by any authority acting under law.

**9. Duration, Amendment and Termination of MoU**

9.1 This MoU shall be valid for a period of <sup>1 K Golal</sup> ~~5~~ years from the date of its signing. During the period of the validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by either party giving the order a

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VRE

Seal and signature

written notice of its desire to terminate the MoU by giving **three months** notice in advance. In the event of such termination both the parties shall cooperate in good spirit for the completion of the ongoing researchers.

## 10. Dispute Resolution and Governing Law

10.1 The dispute or issue if any arising out of or touching this Agreement if not resolved amicably shall be referred to an arbitration of an arbitrator mutually agreed by the parties. In the event parties fail to agree on single arbitrator then each party shall appoint third arbitrator. The arbitration will be held in Bangalore. The Language of the arbitration shall be in English.

10.2 In witness whereof of the two parties have signed this memorandum of understanding by the hand of, on behalf of "MSRCASC" and by the hand of behalf of "VRE" on the date, month and year referred to above.

*Vatsala G*  
12/07/24

**Dr. Vatsala G,  
Principal,  
MSRCASC**

*K. Gokul* 12.07.24

**Dr. Gokul Kesavan,  
Principal Scientist and Founder-Proprietor,  
Vertex Research and Education**

**Principal  
M.S.Ramaiah College of Arts, Science &  
Commerce-Autonomous  
MSRIT POST, MSR Nagar  
Bengaluru - 560 054**

**FOR VERTEX RESEARCH AND EDUCATION**

**Witness:**

- [Signature]*  
12/7/24
- [Signature]*  
12/7/24

**Proprietor**

MSRCASC

Seal and signature

VRE

Seal and signature