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MAHARANI LAKSHMI AMMANNI COLLEGE FOR WOMEN

Article 37 Note or Memorandum

MEMORANDUM OF UNDERSTANDING

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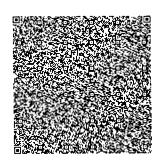
: MAHARANI LAKSHMI AMMANNI COLLEGE FOR WOMEN

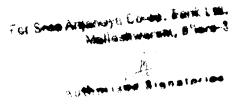
GENOTOPIC TECHNOLOGY PVT LTD

MAHARANI LAKSHMI AMMANNI COLLEGE FOR WOMEN

100

(One Hundred only)





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# MEMORANDUM OF UNDERSTANDING ON COOPERATION BETWEEN MAHARANI LAKSHMI AMMANNI COLLEGE FOR WOMEN AUTONOMOUS (MLAC) AND

GENOTYPIC TECHNOLOGY PVT. LTD.

Shashkal. A

Maharani Lakshmi Ammanni College for Women, Autonomous Science Post, Bangalore - 560 012.

#### Statutory Alart:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

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- 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

This Memorandum of Understanding (MOU) is entered into by and between MAHARANI LAKSHNI AMMANNI COLLEGE FOR WOMEN, AUTONOMOUS (mLAC), Bangalore AND GENOTYPIC TECHNOLOGY PVT. LTD.

WHEREAS both MAHARANI LAKSHMI AMMANNI COLLEGE FOR WOMEN, AUTONOMOUS and GENOTYPIC TECHNOLOGY PVT. LTD have expertise in provision of Genomics service to research organizations, scientists and clinicians.

WHEREAS selected joint efforts between Maharani Lakshmi Ammanni College for Women, Autonomous and Genotypic Technology are a collaborative effort to support access to provision to provide genomics service to scientists, researchers and clinicians are determined to be consistent with the goal of each party.

**NOW**, **THEREFORE**, in consideration of the mutual interest described above, the parties agree to work together in the following manner.

# ARTICLE 1. NATURE OF THE RELATIONSHIP

- A. Subject to the terms of this MOU and the implementation and pursuit of the goals, objectives, conditions and terms of this collaboration will be carried out in accordance with the policies and procedures of each party.
- B. This MoU will in no way alter the terms of employment or compensation of employees of either organization that is a party to this MoU unless otherwise specifically stated as outlined in an addendum to this MoU.
- C. The relation between mLAC and Genotypic Technology Pvt. Ltd, created by this MoU is that of independent contractors. Nothing contained in this document will be construed as constituting any other relationship between the parties.

# ARTICLE 2. RESPONSIBILITES AND STATEMENT OF ACTIVITY

- 1. Undertaking the collaborative projects of mutual interest and seek funding from appropriate funding agencies.
- 2. Using the R&D facilities at both the locations of mutual benefits on defined terms and conditions.
- 3. Conducting joint certificate courses to train students in Genomics as per terms and condition agreed by both parties.
- 4. Providing access to Ammanicollege Researchers in using Genomic Services at pre-determined collaborative prices.
- 5. Providing opportunities/internship for Biotechnology Skill Enhancement Program Students for a period of six months and students pursuing PG in Biotechnology and Biochemistry to undergo Industry training at Genotypic facility.

#### ARTICLE 3. TERM AND TERMINATION

A. The term of this MOU is five years from the date of execution by both parties, and may be renewed for further period on mutual consent.

Principal

Maharani Lakshmi Ammanni College for Women, Autonomous Science Post, Bangalore - 560 012.

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B. This MOU may be terminated by either party hereto by giving written notice to the other party ninety (90) days in advance of the specified date of termination.

# ARTICLE 4. COST

Each party will assume full responsibility for any expenses they incur in participation under this MOU unless those expenses are noted under Article 2.

# ARTICLE 5. AUTHORSHIP ANDINTELLECTUALPROPERTYRIGHTS

Activities as indicated above shall receive the attention, understanding, analytical and interpretive inputs from both the parties in order to derive reports, manuscripts and such other materials for research publications and presentations which will represent the The authorship and credits for such main priority of the intended collaboration. publication shall conform to the highest standards followed in such inter institutional collaborations of sharing fair and equitable credits for intellectual inputs made by the teams in the respective institutions.

In the event that some of the above mentioned research indicates a potential worthy of obtaining intellectual property rights, both theparties have agreed to get into aseparate agreement for such purpose to provide unambiguous clarity of sharing responsibility, costs and gains for each project. Either party however shall have the right of refusal for such efforts, in which case a mutually acceptable different type of agreement will be drawn for an appropriate and proportionate ownership of such intellectual property riahts

# ARTICLE 6. FULL AND ACCURATE REPRESENTATION

Each party shall fully and accurately represent the other in all interactions concerning identified funding organizations and ideas. If an inaccurate representation is inadvertently made, the party making the misrepresentation will immediately correct the mistake once it is discovered.

# ARTICLE 7. CONFIDENTIALITY OF INFORMATION

University and Genotypic Technology Pvt. Ltd. acknowledge that the party will maintain and guarantee confidentiality of Information pertaining to Genomics service.

#### **ARTICLE 8. NOTICES**

A. Notices and communications of technical nature hereunder shall be deemed made as follows:

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Principal

Maharani Lakshmi Ammanni College for Women, Autonomous Science Post, Bangalore - 560 012.

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Maharani Lakshmi Ammanni College For Women Autonomous, No. 63/5, 3<sup>rd</sup> main road, Science P.O., Malleswaram, Bangalore -560012 Genotypic Technology Pvt. Ltd. #259, Apurva, 4<sup>th</sup> cross, 80 Feet Road, R.M.V. 2<sup>nd</sup> stage, Bangalore-560094

B. Notices and communications of contractual nature hereunder shall be deemed made if given by registered or certified mail or delivered in person and addressed as follows:

Maharani Lakshmi Ammanni College For Women Autonomous, No. 63/5, 3<sup>rd</sup> main road, Science P.O., Malleswaram, Bangalore -560012 Genotypic Technology Pvt. Ltd. #259, Apurva, 4<sup>th</sup> cross, 80 Feet Road, R.M.V. 2<sup>nd</sup> stage, Bangalore-560094

# ARTICLE 9. USE OF NAME

Neither party shall not use the name, insignia or trademark of the other party nor any adaptation thereof, nor the names of any of its employees in any advertising, promotion or sales literature without the written consent of the to other party or its employees, the same having been obtained in each case at least 5 days prior to such use.

# ARTICLE 10. BUSINESS RELATIONSHIP

This agreement is not intended to constitute of joint venture, partnership or formal business arrangement of any kind other than as noted in Article 2. The rights and obligations of either party shall be only those expressly stated. Nothing in the agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of any party.

## ARTICLE 11. RESPONSIBILITY FOR CONDUCT

Each party agrees that it will be responsible for the negligent acts or omissions of its agents and employees causing injury to persons not a party to this agreement.

#### ARTICLE 12. ASSIGNMENT

Neither party will assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties prior written consent. Any attempted assignment, transfer or delegation without such consent is void. All the terms and provisions of this

Principal

Maharani Lakshmi Ammanni College for Women, Autonomous Science Post, Bangalore - 560 012.

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Agreement ware binding upon and inure to the benefit of the parties hereto and their successors and assigns.

## **ARTICLE 13. MODIFICATION**

This Agreement can be modified or amended only by a writing signed by all parties.

## ARTICLE 14. ENTIRE AGREEMENT

- A. This document contains all agreements, representations and understanding of parties hereto and supersedes and replaces any and all previous understanding, commitments or agreements, oral or written, related to the contents of this agreement set forth herein.
- B. If any part, term or provision of the government shall be held void, illegal, unenforceable, the validity of the remaining portion of provisions shall not be affected thereby. The failure of a party to enforce any provision in this agreement shall not be deemed a waiver of such right.

# **ARTICLE 15. EFFECTIVE DATE**

This Memorandum of Understanding is effective immediately upon the signature of all parties here to.

For Maharani Lakshmi Ammanni College for Women, Autonomous

For Genotypic Technology Pvt. Ltd.

In chang

Date 25/4/2017

Date 26

Shackel. A

Maharani Lakshmi Ammanni College for Women, Autonomous Science Post, Bangalore - 560 012.