

കേരളo केरल KERALA

DN 306602

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

DEPARTMENT OF MICROBIOLOGY

MARKAZ ARTS AND SCIENCE COLLEGEATHAVANAD

&

AMPLICON BIOLABS, TECHNO INDUSTRIAL
PARK, KAKKANCHERY, KERALA, 673635
FOR
SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS

23 NOV 2002

#### **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered in to on this 28<sup>th</sup> day of November 2022 between

Department of Microbiology, Markaz Arts and Science College, Athavanad, herein referred to as College

AND

Amplicon biolabs, Techno Industrial park, Kakkanchery, Kerala, 673635, here in referred to as research lab

#### WHEREAS:

- A) First Party is a Higher Educational Institutionnamed:
   Department of Microbiology, Markaz Arts and Science College, Athavanad
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhancedopportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutualinterests.
- E) Amplicon biolabs, Techno Industrial park, Kakkanchery, Kerala, 673635, the Second Party is engaged in Business, Manufacturing, Skill Development, Education in the fields of *-LIFE SCIENCE* and related fields

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

### CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills andknowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of—MICROBIOLOGY-LIFE SCIENCE
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmers on the terms specified herein
- 2.8 Thereisnofinancialcommitmentonthepartoftake up any programmed mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

# CLAUSE 3 VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period,
  - the Second Party, as the case may be, will take effective steps for implementation of this MOU, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 3.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge theirobligations

### CLAUSE 4 RELATIONSHIP PARTIES

4.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the otherParty.

First Party

Second Party

#### AGREED:

FOF, Markaz Arts and Science College, Athavanad FOF, Amplicon biolabs, Techno Industrial park, Kakkanchery, Kerala, 673635

Authorized Signatory

Authorized Signatory

Dr. Akhilesh. V. P

Managing Director

Amplicon Biolabs, KINFRA, Kakkanchery, Calicut University Post, Malappuram 673635

Witness1

Witness 3:

Witness4:

Witness2