



Memorandum of Understanding (MoU)

Between

**Shailabala Women's Autonomous College,
Cuttack,**

Odisha, Pin-753001

and

**Heredity
Biosciences LLP,
Bhubaneswar,
Odisha.**

Rajalaxmi Anand

R.K. Parida
**R.K. PARIDA
NOTARY**

This Memorandum of Understanding ("MOU") is made by and entered into on this day ofbetween Shailabala Women's Autonomous College, Cuttack, Odisha, India established in the year 1913 as Govt. College under Govt. of Odisha, Higher Education Department, located at Cuttack, Odisha, India Pin-753001 and represented by Prof. (Dr.) Gayatri Biswal, Principal which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators and assigns on the First Part.

And

Heredity Biosciences LLP, a Company incorporated under the Companies Acts, 1956, having its registered office at Plot No- 818, Mayfair Lagoon Road, Jayadev Vihar, Bhubaneswar, Odisha, India, PIN-751013, established in the 2021 hereinafter referred as **Dr. Gopal Krishna Purohit, CEO & Co-Founder** which expression shall, unless excluded by or represent to the context, be deemed to include its successors and assigns on the Second Part.

Each referred to individually as a "Party" and together as the "Parties".

Objectives Of the MoU :

The Objective of this Memorandum Of Understanding, Interalia is :

(A) To Promote interaction between **Heredity Biosciences LLP** and **Shailabala Women's Autonomous College, Cuttack, Odisha** in mutually beneficial areas.

(B) The MoU drawn up and agreed upon to establish academic cooperation Research Project(s), Internship, Dissertation & PhD Thesis Supervision and allied cooperation between **Shailabala Women's Autonomous College, Cuttack, Odisha** and **Heredity Biosciences LLP, Bhubaneswar**.

ARTICLE- 1. PURPOSE

The purpose of this MoU is to enable cooperation between **Shailabala Women's Autonomous College, Cuttack, Odisha & Heredity Biosciences LLP, Bhubaneswar** to strengthen the relationship between the two Collaborate by developing collaboration in various academic, internship, Dissertation, institutions, research, project, training and faculty and students development activities on areas of mutual interest.

- (a) Summer / Winter internship to Undergraduate/Postgraduate Students of **Shailabala Women's Autonomous College, Cuttack, Odisha**
- (b) Arranging Industrial visits of UG/PG students to its our lab.
- (c) Explore opportunities for joint research programmes undertaken by faculty of **Shailabala Women's Autonomous College, Cuttack, Odisha** and **Heredity Biosciences LLP, Bhubaneswar** personnel on topics identified by **Heredity Biosciences LLP**.
- (d) Visits of faculty to **Heredity Biosciences LLP** for study and discussions or delivering guest lectures on subjects of mutual interest.

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- (e) Visits of **Heredity Biosciences LLP** employees to the Institute for seeing research work and laboratories, discussions and delivering lectures on industrial practices and trends, sabbatical, and co-teaching.
- (f) Workshops, conferences, and symposia with joint participation of the faculty of **Shailabala Women's Autonomous College, Cuttack, Odisha** and **Heredity Biosciences LLP**
- (g) Short-term assignment, live projects to faculty members and students in **Shailabala Women's Autonomous College, Cuttack, Odisha**
- (h) Training / education of **Heredity Biosciences LLP** personnel through education programmes conducted by **Shailabala Women's Autonomous College, Cuttack, Odisha** in areas of interest to **Heredity Biosciences LLP**
- (i) Any other appropriate mode of interaction agreed upon between **Shailabala Women's Autonomous College, Cuttack, Odisha** and **Heredity Biosciences LLP**

Future potential opportunities such as following can be mutually explored

- (a) Sponsoring including funding student projects for UG/PG.
- (b) Sponsoring including funding fellowships for M.sc/PhD Program.
- (c) Sponsorships of R&D Laboratories at the Institute.
- (j) Training / Education including practical exposure of **Shailabala Women's Autonomous College, Cuttack, Odisha** faculty, through Faculty Education Programs conducted by **Heredity Biosciences LLP** in areas of interest to **Shailabala Women's Autonomous College, Cuttack, Odisha** and **Heredity Biosciences LLP**

ARTICLE- 2. SCOPE/AREAS OF COOPERATION

OBJECTIVES

The MoU relates to proposed links between the **Shailabala Women's Autonomous College, Cuttack, Odisha**.

Both the parties propose to participate and co-operate in mutual discussions and joint activities with regard to the followings:

Establishment of Academic and Research partnership which provides opportunities for both the ^{Institutions} ~~parties~~ to carry out and publish joint research papers, joint projects and joint patent.

1. Responsibilities:

Both the parties do hereby agree to undertake to perform the following:

- a) Joint research, including publications and other appropriate activities between staff and/or students from each institution;

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- b) Facilitates the exchange of staff, students and researchers for the purpose of teaching, study, research and extension activities;
- c) Undertake academic and research work jointly on issues relating to socio-economic exclusion, deprivations, environmental issues, social mobility and inclusive growth of tribal, Dalit and other backward communities;
- d) Share the laborator, academic and research facilities as well as infrastructure;
- e) Provide administrative support for growth of academic and research;
- f) Provide mentor advice and support to the other party for growth of its academic and research activities;
- g) Identification of areas of possible mutual academic and research interest;
- h) Identification of potential research opportunities and initiatives to take forward the activities;
- i) The dissemination of information and the sharing of experiences among staff and students.

2. Both parties also agree to encourage the following activities, in particular, to promote academic cooperation:

- a) Institutional students exchange programmes;
- b) Organization of joint seminars, symposia, conferences, short courses and meetings on academic and research issues;
- c) Exchange of information pertaining to developments in teaching, student development and research activities and;
- d) Cooperation in any other areas as agreed to by both the Parties from time to time.

ARTICLE-3: INTELLECTUAL PROPERTY RIGHTS

3.1. Intellectual Property Rights (IPR) generated during the Research, under this MOU shall be shared in accordance with the mutual understanding of the parties at the point of filing of the patent. General rules however could be following:

3.1.1. Joint Intellectual Property ("Joint IP"): the Parties shall agree that the application for patent registration and/or any other register-able rights shall be filed in jointly.

3.1.2. In the case of the IPR generated by **Shailabala Women's Autonomous College, Cuttack, Odisha** the said college shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep informed about the status of all such actions. Similarly, in the case of the IPR generated by the same college shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such Joint IP and shall keep **Shailabala Women's Autonomous College, Cuttack, Odisha** informed about the status of all such actions.

Both the parties shall execute necessary documents and provide its assistance in order to protect interest of both the Parties under this clause.

3.1.3. Joint patents would be owned jointly and both parties would have equal ownership in the same.

3.1.4. Neither Party shall withdraw the application for any patent nor any other applicable register-able right filed pursuant to Section 3.1.3.

3.1.5. Both Parties shall have the right to use the Joint IP, for its own use only.

3.1.6. Parties shall take consent of the other before sublicensing the Joint IP, and pay the other a royalty depending on the valuation of their research contribution on mutually agreed price.

3.2. No Party shall acquire any ownership interest in any other Party's Background rights while performing the joint Research. Respective Party shall remain owners of their respective Background Rights.

Gopal Krishna pramrit

Gayatri Dash

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ARTICLE-4: CONFIDENTIALITY

- 4.1. During the validity of this MoU and 3 (three) years thereafter, **Shailabala Women's Autonomous College, Cuttack, Odisha** undertakes on its behalf and on behalf of its students/employees/associates/representatives, undertakes on behalf of its students/employees/associates/representatives to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information and data exchanged/ generated pertaining to Academic and Research work under this MoU for any purpose other than in accordance with the MoU.
- 4.2. Notwithstanding anything stated in this MoU, **Shailabala Women's Autonomous College, Cuttack, Odisha** faculty members/ associates involved Faculty/ associates/ representatives shall not in any event disclose Confidential Information related to Intellectual Property to any third party.
- 4.3. The obligations set forth in this clause shall survive any termination or expiration of this MoU for a period of three years.

ARTICLE - 5. SPECIAL PROVISIONS

- 5.1. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
- 5.2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities here under on a case-by- case basis.
- 5.3. Both parties here shall do their utmost to ensure the smooth and efficient implementation of the mentioned programs.
- 5.4. The two parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated agreement informally.

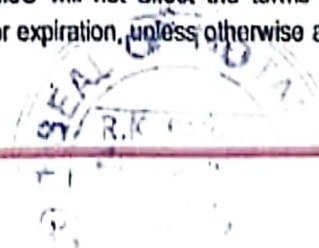
ARTICLE- 6. FINANCIAL IMPLICATIONS

- 6.1 This Memorandum of Understanding (MoU) shall not give rise to any financial obligation by one Party to the other.
- 6.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

ARTICLE- 7. DURATION, TERMINATION AND AMENDMENT

- 7.1. This MoU will be effective from the date of signing by both parties for a period of 3 years, and may be subject to extensions by mutual consent in writing.
- 7.2. Either party may terminate this MoU by giving 3 (three) months advance notice in writing.
- 7.3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.
- 7.4. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon between the two parties.


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Agreement
Kishore Kumar

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Gayatri Parida

ARTICLE-8. DISPUTE RESOLUTION

8.1. Any dispute(s) arising out of this MOU shall as far as possible be settled amicably between the parties.

This MoU is prepared in two identical sets and will be available with each party. Each party holds one original copy.

IN WITNESS WHEREOF, the undersigned parties have each set their hand to this MEMORANDUM OF UNDERSTANDING on the _____ to execute this MoU.

For and on Behalf of

For Shailabala Women's Autonomous College, Cuttack, Odisha
Name: Prof. (Dr.) Gayatri Biswal
Designation: Principal, Shailabala Women's Autonomous College, Cuttack, Odisha

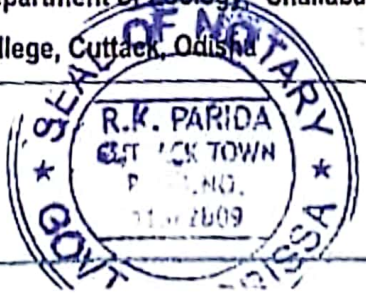
Gayatri Biswal
04/07/24

For Heredity Biosciences LLP
Name: Dr. Gopal Krishna Purohit
Designation : CEO & Co-Founder
Heredity Biosciences LLP, Bhubaneswar.

Gopal Krishna Purohit
04/07/24

In the presence of the witnesses

Dr. Prasanta Kumar Samantaray, Admn. Bursar, Shailabala Women's Autonomous College, Cuttack, Odisha	<i>Prasanta Kumar Samantaray</i> 04/07/24
Dr. Anirudha Kumar Khillar, Assistant Professor(Stage-3), Postgraduate Department of Botany, Shailabala Women's Autonomous College, Cuttack, Odisha	<i>Anirudha Kumar Khillar</i> 4/7/24
Dr. Priti Pragyan Ray, Assistant Professor of Zoology, Postgraduate Department of Zoology, Shailabala Women's Autonomous College, Cuttack, Odisha	<i>Priti Pragyan Ray</i> 4/7/24



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