

## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MoU") is entered on 18<sup>th</sup> September 2014 by and between:

1. **Pushpagiri Medical Society**, Registration No. (P. 73/92) registered in 1992 under the Travancore Cochin Literary, Scientific & Charitable Societies Registration Act 1955, Tiruvalla 689101, Pathanamthitta District, Kerala, (hereinafter called "**Pushpagiri**" and
2. **The Vellore Institute of Technology University**, Vellore, with its address at Thiruvalam Road, Vellore - 632014, (hereinafter referred to as "**VIT**").

**Pushpagiri** and VIT are collectively referred to as "**Parties**" and each individually, as an "**Party**", as the context may so require.

**Pushpagiri** and VIT aim to promote education and research co-operation between the Parties and hereby agree as follows:

### 1. Objectives


VIT and Pushpagiri shall undertake and co-operate with each other with regard to the following objectives:

To provide authorized employees of Pushpagiri an opportunity to pursue a Ph.D program at VIT by enrolling in the doctoral courses offered at VIT.

To provide internship opportunities at Pushpagiri to the students of VIT based on the needs of Pushpagiri and student profiles at VIT. Students of VIT will have the option of interning at Pushpagiri as "**Summer Interns**" for periods ranging between three (3) to six (6) months. In this regard, Pushpagiri undertakes to allow a minimum of three (3) Summer Interns per year (from the effective date of this MoU) to pursue their internship at Pushpagiri.

To provide to the doctoral students of VIT the benefit of interacting with and seeking co-guidance from the PhD Scientists of Pushpagiri who volunteer to enroll as research guides with VIT.

Original handed over to L. Mathan on 26/10/2014.



## 2. Sharing of facilities

Access to the laboratory, library and other supporting facilities at VIT for Pushpagiri Candidates shall be provided by VIT as per the rules and regulations of VIT.

Summer Interns at Pushpagiri shall be provided with access to laboratories at Pushpagiri as per the rules and regulations of Pushpagiri.

## 3. Areas of co-operation

The areas of cooperation shall be defined and modified from time to time by the cooperation committee setup for the purpose ("**Co-ordination Committee**"). The members of the Coordination Committee shall be identified jointly by the Parties as provided for in Section 5 of this MoU.

## 4. Co-ordination Committee

The following members shall constitute the Co-ordination Committee to monitor and review the collaborative program between the Parties

- a) Dr. Anand Manoharan, Head of Research & Development, Pushpagiri, Kerala
- b) Rev. Dr. Mathew Mazhavancheril, Director, Academics & Research, Pushpagiri
- c) Dr. C. Ramalingam, Dean, School of Biosciences & Technology, VIT, Vellore
- d) Dr. A. Anand, Professor, School of Biosciences & Technology, VIT, Vellore

The Co-ordination Committee shall:

Review the progress of the identified programs (at least once a year);

Consider the addition/deletion of areas of co-operation between the Parties during review;

Consider the continuance of the MoU.

## 5. Intellectual Property and Publications

All rights to any intellectual property created by Pushpagiri employees enrolled in the PhD program or arising from the work of the Summer Interns from VIT summarized in the objectives of this MoU shall belong to Pushpagiri.

VIT hereby assigns to Pushpagiri, with full title guarantee, all rights in and to any intellectual property created or arising from objectives of this MoU for the full duration of such rights, wherever in the world enforceable, and shall procure such an assignment from any party who shall be engaged with the creation of such intellectual property. VIT further agrees to procure that they shall execute all further documents and assignments and do all such further things as may be necessary to perfect Pushpagiri's title to such intellectual property or to register

Pushpagiri as owner of such rights.

If Pushpagiri does not wish to seek patent or other intellectual property protection for any Results (*as defined hereinbelow*) arising from the objectives of this MoU it shall, if requested in writing by VIT, inform VIT of this fact and VIT shall then be free to obtain such protection, without expense to Pushpagiri. VIT hereby grants to Pushpagiri a non-exclusive, royalty-free, worldwide and perpetual licence with the right to grant sub-licences, under any patent or other intellectual property protection VIT may obtain. As used in this MoU, the term “**Results**” shall mean all results from the objectives of this MoU including any information, finding discoveries, inventions or materials generated during the period of this MoU

All publications arising out of the objectives of this MoU shall be co-authored jointly by Pushpagiri and VIT.

The provisions of this Section 6 shall survive the termination or expiry of this MoU.

#### **6. Non Disclosures**

In the case of joint research and consultancy projects taken up by Pushpagiri and VIT neither Party shall disclose any investigation or Results to any third party in any form without the prior written consent of the other Party.

#### **7. Validity period**

This MoU shall be valid for a period of five (5) years from the date of signing.

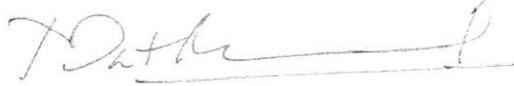
At the end of validity period of this MoU, a fresh MoU may be entered into between the parties on mutually agreed terms.

While the Parties wish by this MoU to make clear their support of, and enthusiasm for the objectives stated herein, this MoU is not intended to create any legally binding relationship between the Parties.

*(Signature page follows)*

IN WITNESS WHEREOF, the Parties have signed this MoU on date, month and year first written above.

For Pushpagiri Medical Society

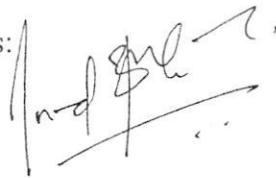


Authorized Signatory

Name: Rev. Dr. Mathew Mazhavancheril

Title: Director-Academics and Research

Witness:



**Dr. Anand Manoharan Ph.D;MPH**  
Head of Research and Development  
Pushpagiri Group of Institution  
Tiruvalla - 689 101, Kerala.

For The Vellore Institute of Technology University



Authorized Signatory

Chancellor


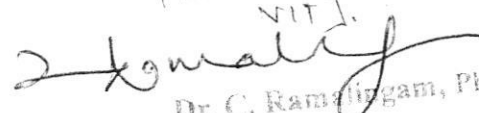

VIT University

Vellore - 632 014, Tamil Nadu, India

Name: Dr. G. Viswanathan

Title: Chancellor

Witness:

1.   
[Dr. S. Narayanan,  
Pro-Vice Chancellor,  
VIT].
2.   
Dr. C. Ramalingam, Ph.D.  
Dean  
School of Bio Sciences and Technology  
VIT University  
Vellore 632 014
3. 

**Dr. ANAND ANBARASU**  
M.Sc., M.Tech., Ph.D.,  
Professor in Biosciences,  
VIT University,  
Vellore - 632 014, Tamil Nadu.