

தமிழ்நாடு தமில்நாடு TAMILNADU

08/07/2022  
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DR. GEORGE PRIYA DOSS.  
VIT VELLORE.

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முத்திரைதான் விதிபனையாள்  
L. No.: 10/KPD/2011  
தாராபடவேடு, காட்பாடி, வே. மர்

MEMORANDUM OF UNDERSTANDING  
BETWEEN

VELLORE INSTITUTE OF TECHNOLOGY, VELLORE, INDIA

&

LIFECCELL INTERNATIONAL PVT LTD, CHENNAI, INDIA

In accordance with the mutual desire to promote cooperation between Vellore Institute of Technology, Vellore (henceforth referred to as "VIT") and the LifeCell International Pvt. Ltd. having its registered office at No.16/9, Vijayaraghava Road, I Lane, T. Nagar, Chennai, Tamil Nadu 600017 (henceforth referred to as "Lifecell")., both LifeCell and VIT are entering into a formal collaboration, in the form of Memorandum of Understanding (MOU), for the purposes of NGS services and annual workshops.

Both VIT and LifeCell may be referred to jointly as "Parties" and individually as "Party"

I. Purpose:

VIT and LifeCell desire to implement, in areas of NGS services like genome sequencing, RNA sequencing, Metagenomics, Metabolomics, Bioinformatics analysis and molecular biology & NGS workshops annually. Please note that the understanding contemplated herein is not exclusive and both Parties are free to enter into similar arrangements with any third party, provided the same is not in conflict with the interest of either Party.

T. Jayath

REGISTRAR  
Vellore Institute of Technology (VIT)  
(Deemed to be University under section 3 of UGC Act, 1956)



## II. Objectives:

- VIT to use/outsource their Genomics and Proteomics services to “LifeCell International Pvt Ltd”
- LifeCell to organize workshops once a year for the VIT students and the staff, where the entire expenses for the reagents/kits/chemicals etc will be borne by the VIT.
- Promote PhD programmes for the institutes/industry where the employees of or students of VIT (hereinafter referred to as “Students”) carry out research activities at LifeCell or at VIT where they may be registered with VIT faculty as their supervisor.
- VIT can coordinate with LifeCell for the joint organization of conferences, workshops, refresher courses, Faculty Development Programmes and related events in the areas of mutual interest in VIT and any common venue. This will also apply to the submission of joint applications for funding for the organization of such events.
  
- VIT and LifeCell may undertake joint collaborative research project work, for the benefit of B.Tech / M.Tech / M.Sc. Students and the scientists of both the Parties, in the areas of mutual interest. This will also apply to the submission of joint applications for funding from various research grant/funding institutions.
- The collaborating scientists and staff at LifeCell and VIT will formulate research projects and related plans, for the joint work, with due approval of both the participating institutions.
- Joint Sponsored and Consultancy projects could be undertaken with both long-term and short-term goals keeping in view the interests and financial concerns and philosophies of the respective institutions.
- Internships for B.Tech. M.Tech.& M.Sc students of VIT/any international universities, as well as industrial visits to LifeCell may be arranged based on mutual consent and the rules and regulations of both organizations. Additionally, the employees of LifeCell and the students of VIT who have enrolled for the joint PhD programme will also be eligible for short term internship or workshop opportunities with international universities as part of such international universities’ student exchange programmes, to improve their skills that would be beneficial for the organizations and their PhD work, with mutual consent and interest of LifeCell, VIT and the employee of LifeCell/ student of VIT. For the avoidance of doubt, it is clarified that neither LifeCell nor VIT shall be liable to pay for any cost pertaining to such internships and workshops, including all costs pertaining to travel, lodging and all other extra expenses, and all such costs shall be borne by the employees and students at their own personal capacity.

*T. Jayal*  
**REGISTRAR**  
Vellore Institute of Technology (VIT)  
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Vellore-632 014, Tamil Nadu, India



The PhD candidate can carry out the genomics work at LifeCell for the purpose of conducting their research for their thesis work at the base price, however, it is clarified that the ownership and title in any and all such research material which is already a part of the genomics work of LifeCell shall at all times vest with LifeCell and the PhD candidate shall take prior consent of LifeCell before using any of the genomics work of LifeCell. VIT shall inform this arrangement to each of the candidate participating in the programme. In this scenario, the LifeCell should be acknowledged in the research publication and authorship should be given to the LifeCell staff whoever is part of the project.

### III. Sharing of the facilities:

By VIT, Vellore

VIT agrees to extend the laboratory & equipment facilities for academic and research-oriented projects (agreed upon by mutual consent and as per the norms prescribed by VIT).

By LifeCell

LifeCell agrees to allow for reasonable use of its facilities, subject to its convenience and board approvals, to VIT for all collaborative work, as per the norms prescribed by LifeCell, for effective implementation of the time-bound projects/student research; such use will be discussed on a case to case basis.

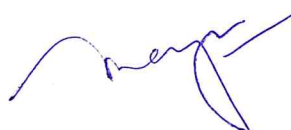
Both the Parties may choose to collaborate in specific disciplines/divisions/departments as centres for conducting research work.

Upon the prior approval of LifeCell, the scientists at LifeCell, on their individual merits and in accordance with VIT's rules and regulations, shall be recognised as supervisors/guides for guiding students working for B.Tech/M.Sc /M.Tech projects. Likewise, the staff of LifeCell shall be allowed to register and undertake PhD projects under the faculty of VIT and a co-ordinator/scientist from LifeCell who will act as a co-guide regarding such PhD projects, while pursuing their work at LifeCell(full-time or part-time).

### IV. Project work / Publications and Patents

In each semester, students of B.Tech/M.Sc./M. Tech Biotechnology from VIT could be given projects which will be carried out at VIT and/or at LifeCell with a stipend of INR 8000 (Eight Thousand Rupees Only) to be provided by [LifeCell/VIT/any other entity]. This would be based on a mutual agreement between the student and the respective guides.

  
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Research findings arising as a result of collaborative work between the Parties may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborating Faculty, in the interest of the public. However, if it involves any proprietary designs or patents of LifeCell, the findings will be published and/or presented and further made public only with the prior consent of the board of LifeCell. In cases where the studies are fully sponsored by LifeCell, the findings would be shared only with LifeCell and not presented or published without the prior written approval of LifeCell and any proprietary rights over the same shall always be considered as the sole proprietary right of LifeCell. The Parties hereby acknowledge and agree that the ownership and title in any/all research publications and inventions developed, prepared, first reduced to practice, and/or created as part of the arrangement under this MOU and the proprietary rights therein, at all times, shall vest with LifeCell.

Research findings published by either Party will give credit to the other Party's contribution, but the Party publishing them will be entirely responsible for conclusions and interpretations reported.

Each Party owns and will continue to own all rights, title and interest in and to any intellectual property that is owned prior to this MOU, or that it created or acquired independently of its obligations pursuant to this MOU.

Further, all the inputs by LifeCell or any of its staff/employees, under this MOU ("LifeCell Materials") which is shared by LifeCell with VIT under this MOU shall always be identified as the property of LifeCell and LifeCell shall be the owner of any proprietary rights therein. To the extent, any LifeCell Materials are necessarily required for research purposes and/or for the performance of the services as detailed under Article III of this MOU, LifeCell shall grant to VIT a non-exclusive, non-transferable, license to use such LifeCell materials solely in conjunction with VIT's performance of services and research purpose. For the avoidance of doubt, it is clarified that this MOU or any of the terms contained herein shall not be construed in any manner as granting of any right or license to VIT to the LifeCell Materials for any other purpose other than as set forth in this Article or any right of sub-licensing the same to any third party without the prior approval of LifeCell. The LifeCell Material shall at all times remain the exclusive property of LifeCell and VIT shall not have any right, title, claim etc., whatsoever over the same and shall not have any right to transfer, sell, share, assign, sub-license the same to any third party without the prior written approval of LifeCell.

#### V. Co-ordination Committee

The following will constitute the co-ordination committee to monitor and review the collaborative programs between the two institutions

Dean, School of Bio Sciences and Technology (SBST) for academic collaborations along with HODs

Director, Career Development Centre, VIT or his nominee for industry-institute relationship.

Director, LifeCell or the authorized signatory/nominee  
**T. Jayashankar**  
REGISTRAR  
VIT-Vellore Institute of Technology (VIT)  
(Deemed to be University under section 3 of UGC Act, 1956)



## VI. Validity period

This MOU shall be in effect initially for a period of 1 year from the date of signing by both the Parties, renewed further for 5 years if mutually agreed upon.

This MOU may be terminated by either Party, immediately: (a) upon continuing breach of any material term of this MOU if the other Party fails to remedy such breach within 30 (thirty) days of receipt of notice of such breach; (b) if either of the Parties is declared bankrupt or insolvent, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business or function in the normal course.

Either of the parties shall terminate this MoU by serving 30 days prior written notice to the other party. Such termination shall not affect the ongoing activities and any activities committed prior to the termination unless the parties decide otherwise.

Any article of the MOU may be modified or changed by mutual agreement of the Parties hereto in writing. Any modifications/changes, which are mutually agreed upon between both the parties, shall be effective from the date on which they are modified/ extended unless otherwise agreed to.

## VII. Confidentiality

Each Party ("Disclosing Party") may from time to time during the term of this MOU disclose to the other Party ("Receiving Party") certain confidential information. The research and other related activities will be confidential and both parties will maintain the confidentiality of the same for their interests. Information shall not be considered confidential information to the extent, but only to the extent, that such information: (a) is already in the possession of the Receiving Party, and the same can be provided by documentary evidence at the time of this MOU; (b) was already known to the Receiving Party or subsequently learned from an independent third party, free of any restrictions and without breach of this MOU; (c) is or becomes generally available to the public through no fault of the Receiving Party and without breaching the terms of this MOU, or (d) is independently developed by the Receiving Party without reference to any confidential information disclosed by the Disclosing Party.

All confidential information disclosed under this MOU shall at all times remain the exclusive property of the Disclosing Party and the Receiving Party shall not have any right, title, claim etc. whatsoever over the same and shall not have any right to transfer, encumber, alienate, sell, share, assign, license or sub-let the same to any third party. Furthermore, neither the disclosure of any confidential information hereunder nor the execution of this MOU shall be construed as a grant, express or implied, of transfer, assignment or license of any right or interest in or to the confidential information of the Disclosing Party.

*T. Jayab*  
**REGISTRAR**  
Vellore Institute of Technology (VIT)  
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Vellore-632 014, Tamil Nadu, India



### VIII. Jurisdiction

This MOU shall be governed by and constructed according to the laws in India. Both the Parties agree that the court at Vellore or Chennai, Tamil Nadu, India shall have the sole jurisdiction to settle any dispute or claim arising out of or in connection with this MOU or its subject matter or formation.

In witness whereof, the parties hereto caused this instrument to be executed as of the day, month and the year indicated below:

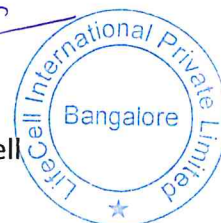
For Vellore Institute of Technology

For LifeCell International Pvt Ltd

  
Dr. Jayabarathi. T

  
Mayur Abhaya

Managing Director, LifeCell



Registrar

**REGISTRAR**  
**Vellore Institute of Technology (VIT)**  
(Deemed to be University under section 3 of UGC Act, 1956)  
Vellore-632 014, Tamil Nadu, India

Signed in the presence of Witnesses (Name and address)

1.



**Dr. Siva Ramamoorthy, Ph.D., FLS, FRSB, FRSC**  
Dean  
**School of Bio Sciences and Technology**  
**Vellore Institute of Technology**  
(Deemed to be University under Section 3 of UGC Act, 1956)  
Vellore - 632 014, TN, INDIA

2.



