

Vaishnavi Bio-Tech Limited, Bhavnagar, India

Date of signing the MoU: 16/11/2015

MoU Valid till: 16/11/2025

Objectives of MoU

- **Exchange of students**
- **Exchange of Academic Staff**
- **Joint Research and Publications**
- **Joint Industry Consultancy**

**NATIONAL
SCIENTIFIC INTERCHANGE AGREEMENT**

Between

INTEGRAL UNIVERSITY LUCKNOW

And

VAISHNAVI BIO-TECH LIMITED

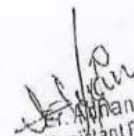


INTEGRAL UNIVERSITY, LUCKNOW, Uttar Pradesh, India and VAISHNAVI BIO-TECH LIMITED, Bhavnagar, Gujarat, India, wishing to develop cooperative relations on the basis of established contacts and mutual understandings, especially to develop scientific and cultural interchange through mutual assistance in the areas of research and plant variety development, agrees as follows:

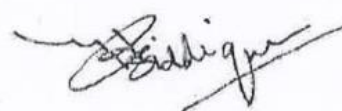
PART I

Area of Cooperation

The area of cooperation includes, subject to mutual consent and appropriate conditions, any program offered at either organization and proposed by either as desirable, feasible, and contributory to the fostering and development of the cooperative relationship between them.

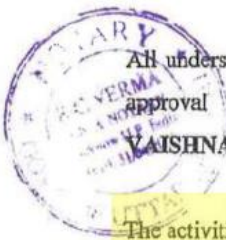

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PART II

Methods



All understandings and assistance shall be subject to availability of funds and the specific approval of the Registrar INTEGRAL UNIVERSITY, LUCKNOW and of the VAISHNAVI BIO-TECH LIMITED, through such activities or programs as:

The activities to be started immediately after signing this MoU:

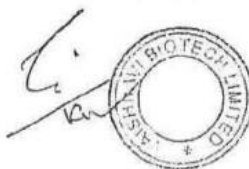
1. Degree training
Minimum of 5 students will be selected every year for training/dissertation work by Vaishnavi Bio-Tech Limited (number can be increased depending upon the requirement of the both the parties.)
2. Engage in consultancies
3. Conduct joint research activities

Activities to be started on the basis of the availability of funds:

1. Exchange of scientific and technical staff
2. Exchange of students and staff
3. Participation in seminars and meetings
5. Special short-term training programs
6. Cultural exchange activities
7. Exchange of plant genetic material
8. Joint licensing of varieties and cultivars
9. Other activities as deemed mutually appropriate.

The terms of such mutual assistance and necessary budget for each program and activity shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular activity or program. Furthermore it is understood that each institution will enter into specific program by program written agreements as required for compliance with


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the respective immigration regulations of the parties involved. Each organization will designate a Liaison Contact Officer to develop specific activities or programs for approval by the respective organizations.

PART III

Effective Date and Length of Agreement

This agreement will remain in force for a period of Ten years subject to the availability of funds, and any amendment and/or modification of this agreement requires a written approval of each and all parties: the **INTEGRAL UNIVERSITY, LUCKNOW** and that of **VAISHNAVI BIO-TECH LIMITED** and shall be appended hereto. After the initial Ten-year period, this agreement may be renewed by written consent of all parties.

PART IV

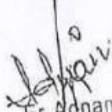
Intellectual Property Right (IPR)

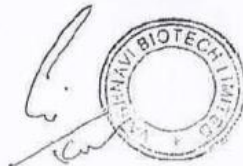
Each party reserves the right to terminate this agreement upon six (6) months written notice to the others. Any individual activities to be continued will be specifically identified and provided for at the time of termination.

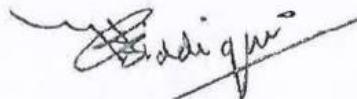
Each party shall be responsible for assuring full compliance by its participants with applicable laws and regulations, including insurance, of the respective nations.

Nothing contained herein or in the activities conducted hereunder shall constitute either party the agent, servant or employee of the other party, and each party shall be fully and solely responsible for its own actions and obligations.

- (a) All the intellectual property rights resulting out of the joint effort of **INTEGRAL UNIVERSITY (IU)** and **VAISHNAVI BIO-TECH LIMITED (VBTL)** will be considered as intangible property of both the parties of this MOU i.e. IU and VBTL. The


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project report, research paper, product, invention if any, and other creative generation from the joint venture will be considered as Intellectual Properties and the ownership right over these properties will belong to IU and VBTL. The researcher, students, faculties, employees of both parties will be inventor, writer of the property but the owner will be only IU and VBTL.

(b) Both the parties will not claim any exclusive or sole ownership over the property till the existence of this MOU. After the completion of the MOU or termination before the term VBTL will lose its all the claims on this property and in such case all the rights will automatically be transferred to the IU. VBTL will not claim any kind of ownership, possession over such rights of whatsoever nature.

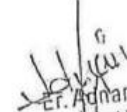
(c) Both the Parties will have the first right-to-refuse the exclusive worldwide rights to use the technologies developed during the life of the MoU.

(d) Any further development in the protected technology will be considered as sole creation of IU. VBTL will not claim any kind of ownership claim on such creations.

PART V

Force Majeure

Any delay or failure by any party to perform its obligations hereunder shall be excused if any and to the extent that it is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as, by way of example and not by way of limitation, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, insurgency, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected Party to the other Party within ten (10) days. If requested by any of the Parties, the other Party shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than


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



three months, the requesting Party may, by written notice to the other Party, recommend cancellation of this MOU to the Governing Council without liability.



For INTEGRAL UNIVERSITY, LUCKNOW

For VAISHNAVI BIO-TECH LIMITED

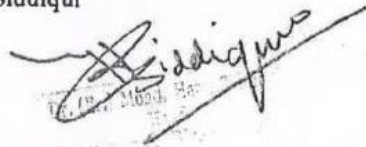

Prof. IRFAN ALI KHAN
Registrar
Integral University
Date: 16.11.2015


Dr. KVSS SAIRAM
Chairman
Vaishnavi Bio-Tech Limited
Date: 16.11.2015

WITNESS 1:

Dr. Mohd. Haris Siddiqui

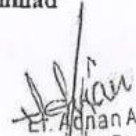
Signature:



WITNESS 2:

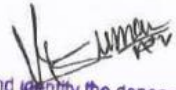
Er. Adnan Ahmad

Signature:


Er. Adnan Ahmad
Assistant Professor
Department of Bioengineering
Faculty of Engineering
Integral University, Lucknow

Sworn and Verified
Before me


R.C. VERMA
Adv. & NOTARY
Lucknow, U.P. India
F. Regd. 51/64/2000


know and identify the deponent
who has signed/put his TI before me