



15/12/2021 18100/-  
TAMILNADU  
VINAYAKA MISSIONS RESEARCH  
FOUNDATION (DEEMED TO BE  
SALEM UNIVERSITY)

CF 211010  
R. விவேகானந்தன்  
முத்திரைத்தாள் விற்பனையாளர்  
உரிமம் எண்: 1/2015  
வீரபாண்டி, சேலம்-636 308

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated 15-12-2021 ("Effective Date"), by and between Wipro Limited, with its principal place of business at Doddakannelli, Sarjapur Main Road, Bangalore, Karnataka 560035, India ("Wipro") and Vinayaka Mission's Research Foundation (Deemed to be University incorporated under the laws of India), hereinafter individually referred to as ("VMRF (DU)") and having its principal or registered office at Ariyanoor, NH-47 Sankari Main Road, Salem, Tamil Nadu.

WHEREAS, Wipro is an Indian multinational corporation that provides information technology, consulting and business process services. Tarang Labs is a part of the industrial and engineering division of Wipro, and includes Wipro Life Sciences Lab, which provides testing and R&D services in the area of Pharma, FMCG, AI ML and Genomics areas.

WHEREAS, VMRF (DU) believes in collaboration, cooperation and mutual interaction for the development and promotion of joint activities to address issues of mutual interest, designed to foster and promote collaboration and undertake research activities.

WHEREAS, VMRF (DU) and Wipro wish to collaborate in research work and give scientific support to VMRF (DU) researchers in planning and conducting of experiments

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WHEREAS, VMRF (DU) and Wipro are contemplating to enter into a long term mutually beneficially relationship to work in various areas of research and testing related to pharmaceutical, fast moving consumer goods, nutraceuticals, cosmetics, Genomics.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Wipro and VMRF (DU) will explore business opportunities which can be partnered to and mutually built upon for mutual beneficial relationship.
2. Reserved.
3. Wipro may provide personnel to facilitate work from VMRF (DU) facilities on projects identified for collaborative business based on the terms and conditions as may be separately agreed upon for each of those identified projects.
4. Wipro and VMRF (DU) may collaborate and share information and technology to develop the required skills and co-operate in the following areas:
  - a) Industry technologies/Domain expert mutual support in R&D programs planning and implementation.
  - b) Lectures in latest Analytical technologies, Analytical trends, Life Sciences research topics etc.
  - c) Project Internships.
  - d) Working jointly on the proposals for research funding for the projects concerned from various agencies.
  - e) Collaborative research work and projects sharing physical and intellectual resources.
  - f) Any other projects which is not included herein but may be beneficial for collaborative research.
5. Each party reserves and retains all rights, title, ownership, and interest in and to its proprietary software, products, and processes along with pre-existing intellectual property. Neither party shall take any action inconsistent with, nor that might adversely affect, other party's rights hereunder. Nothing contained in this MOU will be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this MOU.
6. Each party shall treat the business, technical, financial information exchanged, negotiations and the contents of this MOU as Confidential Information. Neither party shall disclose any Confidential Information to any third party without the consent of the other party or use such

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Confidential Information except to the extent necessary to carry out obligations for which it is provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MOU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The confidentiality obligations shall survive three (3) years after the termination or expiration of this MOU. Parties acknowledge that the Confidential Information is valuable and unique. In case of breach, the affected party shall be entitled to seek injunctive relief in addition to all other remedies available in law or equity including monetary damages as may be awarded by a court of competent jurisdiction. Neither party will make any public announcement (including press release) regarding this MOU and its subject matter hereof without consultation with and the prior written consent of the other party.

7. Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the reasonable control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, of any governmental body. For the avoidance of doubt, the current Covid-19 pandemic shall not be considered as an event that is beyond the reasonable control of the parties at the time of entering into this MOU.
8. During the Term of this MOU, and for a period of one (1) year immediately following the termination of this MOU, neither Wipro nor VMRF (DU) shall knowingly make an offer of employment to any officer, partner or employee of the other who is involved with the efforts under this MOU, without the prior written approval of the other party.
9. This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.
10. Nothing in this MOU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, Wipro and VMRF (DU) shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other party's employees.
11. Unless otherwise agreed upon by the Parties, the Sections 5, 6, 7, 8, 11, 12, 14 and 16 shall have binding effect and survive for two (2) years after expiration / termination of this MOU.
12. Neither party shall assign, or in any manner, transfer its interest or any part thereof in this MOU, except to wholly-owned subsidiaries.



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13. This MOU shall cease to exist after the expiry of five (5) years from the Effective Date (“Term”). The parties may by mutual consent extend the period failing which this MOU stands terminated. Wipro and VMRF (DU) agree to negotiate and draft a definitive agreement based on this MOU, as soon as reasonably practicable within the Term and such supplemental terms as are necessary to implement the foregoing, including license agreements, intellectual-property agreements, non-disclosure and confidentiality agreements and business operating agreements. The supplemental agreements will include performance and quality standards acceptable to each party. Notwithstanding anything contained herein, either party may terminate this MOU by providing a thirty (30) days’ prior written notice to the other party. Neither party is entitled to any compensation in the event of termination of this MOU, unless agreed otherwise between the parties in due course of this MOU. The terms and conditions of the proposed agreement mutually concluded upon and duly executed by the parties shall prevail over this MOU.
14. Notwithstanding anything to the contrary in this MOU, any Exhibit or Attachment or any other document signed between the parties regarding the subject matter of this MOU, either prior or subsequent to this MOU, under no circumstances will either party be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits, lost or damaged data, failure to achieve cost savings, loss of equipment or systems, or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or either or both parties have been advised of the possibility of such damages. The maximum aggregate liability of parties arising out of this MOU shall, regardless of the form of claim, be limited to USD 5000. Parties will defend and/or settle any claims against the other that allege that the usage of the proprietary materials supplied under this MOU infringes the intellectual property rights of a third party. Parties will rely on the other’s prompt notification of the claim and reasonable cooperation with such defense. However, Wipro will have fully discharged its obligations under this clause if Wipro obtains for VMRF (DU) the right to continue using such proprietary materials or intellectual property as provided without infringement or may modify the infringing proprietary material or the intellectual property so as to be non-infringing and materially equivalent. Further, Wipro is not responsible for claims resulting from any unauthorized use or if infringement is a result of Wipro’s compliance with specifications, content or designs provided by VMRF (DU).
15. The parties recognize and understand that this document is an expression of intent and merely shall be considered as a starting point for further discussions and negotiations. Accordingly, except for relevant parts of Sections 5– 19 nothing in this MOU shall be construed as to be legally binding for any of the parties and shall under no circumstances create any legal obligations or commitments. Hence and notwithstanding anything to the contrary in this agreement, or any Exhibit or Attachment or any other document signed between the parties regarding the subject matter of this agreement prior to this MOU, in no event shall either party be liable to the other for the non-fulfillment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special

  
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or consequential damages incurred by the other party as a result of such non-fulfillment or non-performance.

16. This MOU shall be construed in accordance with and governed by the laws of India, without any reference to the conflict of law provisions. Any and all disputes pertaining to this MOU shall be referred to Arbitration, before a sole arbitrator to be appointed mutually by the parties under the proceedings of which shall be governed by Arbitration and Conciliation Act, 1996, as may be amended from time to time. The venue and seat of arbitration shall be Bangalore, India and the language shall be English. The award shall be a reasoned award and shall be final and binding upon the parties. Provided that nothing contained herein shall prejudice the right of a party to seek injunctive order / interim relief from the courts of competent jurisdiction at Bangalore, India.
17. Sharing of the facilities: Both the parties have agreed to provide access to each other at their existing facilities including laboratories and other facilities available at both the institutions for pursuing collaborative research initiatives. Both Parties agree that, for usage of the laboratory space and instruments, prior written request should be made by the party intending to use the other party's facilities indicating the type of work and the duration of the work.
18. Publications and Patents:
- The terms with respect to title and usage of intellectual property including Trade and Service marks, Copyrights, Patents, Designs and Confidential Information to the extent newly developed or created as a part of this MOU will be negotiated on a project-by-project basis in the specific, research project agreements by entering into specific joint-IP development agreements.
  - Information relating to the research results and scientific material (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provisions of intellectual property ownership.
  - For the purpose of this MOU the term "intellectual property" shall mean any and all works and property including but not limited to all patents, copyright, trademark, trade secrets, intellectual property ideas, inventions, concepts, products, improvement innovations, discoveries, development methods, formulae, techniques, software know-how and writings made, conceived and reduced to practice.
  - Due credit on authorship will be given to the personnel from Wipro and VMRF (DU) in publications arising from joint research projects.
19. If any charges or expenses are to be paid by either party for the facilities provided by the other party, these will be decided by the parties by signing a separate Rentals and Service Agreement which also may be modified from time to time by mutual agreement in writing.



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IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their duly authorized representatives.

Vinayaka Mission's Research Foundation

(Deemed to be University)

Wipro Limited

By: B. Jaykar  
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Vinayaka Mission's Research Foundation  
(Deemed to be University)  
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Name: Dr. B. Jaykar

By: Supriya Das

Name: Supriya Das

Title: Registrar

Title: Vice President

Date: 15-12-2021

Date: 23/12/2021

