

தழிழ்நாடு तमिलनाडु TAMILNADU 21.1.2022 டூ மூ.

Vinayaka missions Research Foundation (peemed to be University)

SACEM

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (MoU) is made and entered into on the 24thday of January, 2022 **between PERIYAR UNIVERSITY**, Salem – 636 011, Tamil Nadu represented by its Vice Chancellor hereinafter be referred to as 'PU' which expression shall where the context so admits, mean and include its successors, representatives and permitted assigns of the First part,

AND

Vinayaka Mission's Research Foundation (Deemed to be University) with its administrative office situated at Sankari Main Road (NH-47), Ariyanoor, Salem - 636 308, Tamil Nadu, and having more than 20 educational institutions located in Salem and Kancheepuram Districts and in Pondicherry and Karaikal represented by its Vice Chancellor herein after referred to as 'VMRF(DU)' which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns of the other part.

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Page 1 of 7

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Lc No 10/slm(E)/2008

1. PREAMBLE:

WHEREAS, the PERIYAR UNIVERSITY established in the year 1997 by Act No.45 of the Government of Tamil Nadu, is named after a renowned social reformer popularly called as "Thanthai Periyar". "Wisdom Maketh World" is the vision of Periyar University, as enshrined in its logo. Situated in the Salem-Bengaluru highway, NH- 44, and spread over 38.64 ha (95.48 acres), Periyar University caters to the higher educational needs of people hailing from four districts namely Salem, Namakkal, Dharmapuri and Krishnagiri of Tamil Nadu. The University Grants Commission has granted 21 and 12(B) status during 1998 and 2005. The University is accredited by NAAC with 'A' grade in 2015. The University serves through 27 departments, 115 affiliated colleges and a PG extension centre, which are varied in nature. For perpetual learning and for those unable to pursue studies on regular mode, the University is armed with the Periyar Institute of Distance Education (PRIDE) that produced a lakh of graduates offering various programs through distance mode. The University is consistently retains a place within the top 100 positions in MHRD NIRF ranking for the past five years and ranked 4th in ARIIA 2020 among the Government and Government aided universities in India. The University fosters globally competitive skills among rural students and continuously strives to address the national concerns on the quality of higher education through teaching, research and extension activities. During the academic year 2019-20, 2,125 students studied in 62 programs under the guidance of 153 teachers. The University receives funding from various agencies such as UGC, CSIR, DBT, DST, ICMR, DRDO, MoEF & CC, MoES, MoFPI, ICSSR and MHRD to carry out research activities through its departments. The University departments have collaborations with many institutes and industries like ONGC, NLC, Green Chem, Virbac, Sibar Institute of Dental Sciences, SAGOSERVE, TANMAG and Boston India for internships, trainings and exchange programs and to conduct problem oriented and resource based research through the letter of interest and MoUs. The University established linkages with industries, Government and Non-Governmental organizations for proactive extension activities and social glorification efforts, by adopting nearby villages.

WHEREAS, Vinayaka Mission's Research Foundation (VMRF(DU)) had its inception in the year 1981 with the establishment of the Thirumuruga Kirupananda Variyar Thavathiru Sundara Swamigal (TKVTSS) Medical Educational and Charitable Trust. In 1982, the Founder-Chairman, Dr. AShanmugasundaram instituted the Vinayaka Mission's College of Pharmacy in Salem, the pioneer institution of Vinayaka Missions. In the year 2001 the "Deemed to be University" status was conferred on

Vinayaka Missions by The Ministry of Human Resources Development, Government of India, with the recommendations of the UGC Under Section 3 of the UGC Act, 1956 as an acknowledgement of its

Page 2 of 7

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excellence, satisfaction of the highest level of academic standards and best infrastructural facilities provided to achieve pre-eminence in education and by virtue of this recognition Vinayaka Missions transcended to become Vinayaka Mission's Research Foundation (VMRF) as the 48th University in India. It has 13 colleges and 9 Schools including 3 Medical Colleges, 2 Engineering colleges, 1 Dental College, 1 Pharmacy college, 2 Physiotherapy Colleges, 3 Nursing Colleges, 2 Arts & Science college/School, 5 Schools of Allied Health Sciences etc., under the university in four campuses in Salem and Kancheepuram Districts and in Pondicherry and Karaikal. All the Programs offered by VMRF(DU) are approved by respective statutory authorities. VMRF(DU) is ranked in 101-150th band in NIRF under University Category and it is also NAAC accredited.

The University has buildings spreading over 32 lakhs sq.ft.at various campuses with state of art facilities. With many faculties within the University, it focuses in Interdisciplinary and Muliti-Disciplinary Research as a main forte. The Medical colleges in Salem, Pondicherry and Karaikkal with a collective strength of 2000 beds are serving the rural population tirelessly with their healthcare activities. More than 30 villages have been adopted for the medical care and other health services. Satellite medical centers have been setup to serve the village population. Virology Research Labs have been setup in all three medical colleges with RT-PCR testing centers approved by the respective Governments for testing SARS-Covid virus. All these labs are accredited by NABL. Vinayaka Missions Homeopathy College and Hospital have been accredited by NABH. Both medical colleges in Karaikkal and Pondicherry have been accredited by NABH at the entry level. There are 46 Research centers / Laboratories in the University covering the thrust areas which include Biochemistry, Microbiology, Food Science and Technology, Virology, Alternative Energy, Environment, Pharmacy and Biotechnology, Biomedical Engineering, Artificial Intelligence, Internet of Things. Two Engineering colleges in Salem and Kancheepuram Districts have got MSME recognized Business Incubation centers which promote Entrepreneurial activities and startups.

0.1 PURPOSE / SCOPE:

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- II. This MOU broadly defines the mode and methodology of operations and spells out the activities of the parties hereto.
- III. This MOU being broad based for operational methodology, some of the operations could be brought under the purview of specifically drawn up agreements on a case-to-case basis in writing and signed by the parties.
- IV. This MOU enables undertaking mutually agreed Joint collaborative research projects, Joint Publications & Patents, Students & Faculty exchange, conducting together

Page 3 of 7

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conferences/Seminars/Workshops/training programs in the areas of mutual interest and share the research infrastructure wherever possible, etc.

- V. Write joint research proposals for collaborative research and submit them to external funding agencies for generating research funds to both the Universities.
- **3.** After mutual discussions the Universities have identified the following Research areas for mutual collaboration to start with.

1. Biochemistry

- Anti-cancer effect of plant extract in cell line studies
- Phytomediated Synthesis of Nanoparticles
- Anti-hyperlipidemic activity of leaf extract for diabetics

2. Microbiology

- Bioremediation through microbes
- Development of Novel bioactive compounds for anti-biofilm activity

3. Food Science and Technology

- Clinical Validation of food products
- Animal/Human Clinical Trail

4. Alternate Energy

- Low cost High capacity Energy Storage
- Biodiesel/Alternate Fuels research

5. Environment

- Wastewater treatment using nanoparticles and compounds
- Thinfilms in water purification technology as a replacement for RO plants.
- Sago Industry pollution Management

6. Pharmacy and Biotechnology

- Development and usage of herbal gardens
- Biomolecules and Phytopharmaceuticals
- Pharmaceutical validation

Page 4 of 7

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It is also agreed to involve relevant faculty form other institutions of VMRF(DU).

Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of each specific project under this MoU separately.

A four Member Steering Committee shall be constituted with two members each nominated by PU and VMRF (DU) to identify, co-ordinate and follow up the progress in the specific areas/activities under this MoU and finalize the terms and conditions thereof.

Confidentiality and IPR-Protection:

Both parties hereunder agree that, any information disclosed by one party to the other shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that has a need to know for purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving such information agrees not to disclose it/them to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of the work.

The obligations that are created under this MoU on either party as well as through subsequent relevant agreements on either party shall be duly discharged during the term of the MoU and agreement and after their expiry/termination.

Both parties shall not file any application for seeking intellectual property rights (IPR) in its own name or in the name of its associates or any other person(s) on any matter relating to the collaborative research results developed under this MoU. However, they can seek intellectual property rights in joint names of the parties as mutually agreed, on case to case basis.

Intellectual property generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative intellectual inputs made by the parties.

The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the Steering Committee.

Page 5 of 7

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Publications:

Publications, if any, in respect of the activity under this MoU shall be in the names of involved personnel from both the parties. In all publications (papers, reports, etc.,) it will be duly acknowledged that the

work has been carried out by PU and VMRF(DU) under this MoUbetween the parties.

Duration:

This Memorandum of Understanding shall be valid for a period of Five years from the date of signing of

the same and thereafter can be renewed for further periods subject to such other terms and conditions

as may be mutually agreed upon.

Termination:

Notwithstanding the above clause, this MOU may be terminated by either party by giving three months

notice in writing to the other party. Either of the parties shall honor within a mutually agreed period,

the outstanding commitments, if any, as on the date of termination.

Notices:

All notices and other communications required to be served on PU under the terms of this MoU, shall

be considered to be duly served, if the same is delivered at or posted by email or registered mail to the

Periyar University at its office in Periyar Palkalai Nagar, Salem - 636011, Tamil Nadu. Similarly, any notice

to be given to the VMRF (DU) shall be considered as duly served, if the same is delivered at or posted by

email to Registrar, VMRF(DU).

Arbitration:

In the event of any dispute or difference between the parties hereto, such differences shall be

resolved amicably by mutual consultation. Where, it could not be resolved so, then it shall be referred

to arbitration involving of two Arbitrators, one to be appointed by each party to the dispute and in case

of difference of opinion between the said two Arbitrators, then to a third umpire to be appointed by

the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final

and binding on both parties. The venue of arbitration shall be at such place as may be fixed by the

arbitrators or umpire as the case may be and the arbitration proceeding shall be held as provided under

the Arbitration and Conciliation Act, 1996.

Jurisdiction:

All legal disputes shall be subjected to the jurisdiction of the courts at Salem in the State of Tamil Nadu

only.

Page 6 of 7

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Modification:

No modification to this MoU shall be binding unless made in writing and signed by both parties.

Force Majeure:

Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, acts of God or other causes beyond control of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this, the Memorandum of Understanding on 24th day January, Two Thousand and Twenty Two.

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Vinayaka Mission's Research Foundation(DU)

For and on behalf of

Periyar University

Registres

for

Prof. Dr. R. Jagannathan

Vice Chancellor

Periyar University

Salem - 636 011. Tamil Nadu, INDIA

Prof. Dr. P.K.Sudhir

Vice Chancellor

inayaka Mission's Research Foundation(DU)

Sankari Main Road (NH-47), Ariyanoor,

Salem - 636 308, Tamil Nadu, INDIA

Witnesses (Name & Address)

(Dr.A.Nagappan)

for

Director(Innovation), VMRF(DU)

Witnesses (Name & Address)

Dean (Research), PU