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**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
SCHOOL OF LIFE SCIENCE
DEPARTMENT OF BIOCHEMISTRY & BIOTECHNOLOGY
MARUDHAR KESARI JAIN COLLEGE FOR WOMEN
(AUTONOMOUS) VANIYAMBADI – 635 751
&
BIOINNOV SOLUTIONS LLP, SALEM, TAMILNADU - 636 009
FOR
INTERNSHIP TRAININGS, ACADEMIC PROJECTS, RESEARCH
WORKS & PLACEMENT GUIDANCE**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on this the 31st July, 2025 (31-07-2025), by and between The School of Life Science (Department of Biochemistry & Biotechnology) Marudhar Kesari Jain College for Women (Autonomous), located in Chinnakallupalli, Vaniyambadi, Tirupattur District, TamilNadu, India. Pin – 635 751, THE FIRST PARTY represented herein by its THE DEAN (herein after referred as 'First Party', the Institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Bioinnov Solutions LLP has its research laboratory located in **76A/66, South Pallapatti Street, Suramanagalam Main Road, Near Punjab National Bank, 3 Roads, Salem - 636 009, TamilNadu, India, THE SECOND PARTY**, and represented herein by its **Chief Executive Officer**, (herein after referred to as “**Second Party**”, company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are herein after jointly referred to as ‘Parties’ and individually as ‘Party’) as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
The School of Life Science (Department of Biochemistry & Biotechnology) Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Bioinnov Solutions LLP, Salem-636 009, TamilNadu, India**, the Second Party is engaged in Research, Skill Development, and Industry Specific outcome based Training, and Related Services of *Employability Skills Development and related fields* and Placement Guidance
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE-1
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE-2

SCOPE OF THE MoU

- 2.1 The budding graduates from the Department of Biochemistry, Biotechnology & Microbiology could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Skill Development Programs:** Second Party to train the students of First Party on the biochemical instrument hands on training, academic project experiments and soft Skills in order to bridge the skill gap and make them industry ready.
- 2.3 **Placement of Trained Students:** Second Party will actively facilitate and help the delivery of the training and placement of students of the First Party into internships/academic projects; and will facilitate placements assistance for deserving candidates.
- 2.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.5. It is not mandatory for students to join the laboratory for the purpose of academic projects every year, the willing students can join to do academic projects in a second party laboratory.
- 2.6 There is no financial commitment on the part of the **Department of Biochemistry & Biotechnology, Marudhar Kesari Jain College for Women (Autonomous),**

Vaniyambadi – 635 751, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE-3

INTELLECTUAL PROPERTY

- 3.1 Intellectual Property means all systems, processes, procedures, proposition descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 3.2 **Department of Biochemistry & Biotechnology, Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751** will not reveal, make use of or commercialize any of the confidential information provided by **Bioinnov Solutions LLP, Salem-636 009, TamilNadu, India** either during the current or after termination of the related Agreement for a period of 5 years.
- 3.3 **Department of Biochemistry & Biotechnology, Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751** shall not use Intellectual Property that is in any way based on the systems, processes, protocols, propositions and models of **Bioinnov Solutions LLP, Salem-636009, TamilNadu, India**, even though **Department of Biochemistry & Biotechnology, Marudhar Kesari Jain College for Women (Autonomous)**, may have amended and added to the foundation Intellectual Property.
- 3.4 **Department of Biochemistry & Biotechnology, Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751** shall include this MOU/students project work assistance in an academic record.
- 3.5 Both the parties hereby declare that they know that this undertaking will be in force only during the validity of this MoU. In case MoU is terminated at any time, undertaking will become in effective.
- 3.6 Both the parties declare that they know that the undertaking pursuant to this agreement is a pre-requisite for each party to enter into this MoU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

CLAUSE-4

VALIDITY

- 4.1 It is Agreed by **The School of Life Science (Department of Biochemistry & Biotechnology) Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751** and **Bioinnov Solutions LLP, Salem-636 009, TamilNadu,**

India that the terms of this MoU shall be inforce for a period of **FIVE Years** effective from the date (31.7.2025) of this MoU which may on Mutual Concern between be extended for further periods on such terms has agreed mutually.

- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE-5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **The School of Life Science (Department of Biochemistry & Biotechnology) Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751 and Bioinnov Solutions LLP, Salem-636 009, TamilNadu, India** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party

First Party

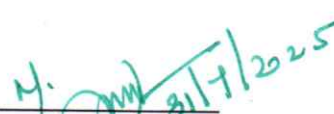
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Salem**.

AGREED:

For Party -1

The School of Life Science (Department of Biochemistry & Biotechnology) Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751


Authorized Signatory

Name: Dr. M. Inbavalli

Designation: Principal

Place: The School of Life Science (Department of Biochemistry, Biotechnology and Microbiology) Marudhar Kesari Jain College for Women (Autonomous), Vaniyambadi – 635 751

Witness 1: 
Dr. A. S. Aravind

Witness 3: 
Dr. M. Gomathi

For Party -2

Bioinnov Solutions LLP, Salem-636 009, TamilNadu, India

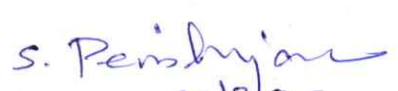

Authorized Signatory

Name: Dr. L. Chitra

Designation: Chief Executive Officer

Address: Bioinnov Solutions LLP, Salem-636 009, TamilNadu, India

Witness 2: 
L. BALAJI

Witness 4: 
S. PENISLUSSHIAN