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CF 708074

MOU FOR CONTRACT RESEARCH

This Contract Research MOU (the "MOU") is made between Marian centre for advanced research, ("Marian centre for advanced research"), the research division of St. Mary's College Thrissur, represented by Dr. Sr. Magie Jose, Principal, St. Mary's College, Thrissur with its principal place of business at St. Marys College Road, Chembukkav, Thrissur, Kerala 680020,

And

Derick & Associates a partnership firm represented by its Managing Partner Mr. Derick Raphael with its principal place of business at Room No.10, second Floor, Suntower, Eastfort Thrissur 680 005 ("Contractor").

Magie Jose

Derick

27825 Value Rs. 100.00

Sold to
DERICK RAPHAEL
PARAPPUR

Mrs. JERTHRUDE
VENDOR No. 36, THRISSUR

2-3-19





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RECITALS

- A. Marian centre for advanced research is pursuing research in the area of Development of ecofriendly products that enhances sustainable agriculture.
- B. Contractor is willing to fund such research.
- C. Contractor desires to obtain certain rights to patents and technology resulting from the research.
- D. Marian centre for advanced research is willing to grant certain rights to patents and technology that result from the research.

NOW THEREFORE, in consideration of the mutual covenants and promises herein made, the Marian centre for advanced research and Contractor agree as follows:

1. EFFECTIVE DATE

This MOU shall be effective as of 6th May, 2020 (the "Effective Date").

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[Signature]

No. 27824 Value Rs. 100.00

DERICK RAPHAEL
PARAPPUR

Mrs. JERTHRUDE
VENDOR No. 36, THRISSUR

2-3-19



2. RESEARCH PROGRAM

- a. Marian centre for advanced research will use its own facilities and its reasonable best efforts to conduct the research program described in Attachment A ("Research Program") under the direction of Dr. Kayeen Vadakkan or [his or her] successor as mutually agreed to by the parties (the "Principal Investigator").
- b. The Research Program shall be carried out from the Effective Date through and including 36 Months (the "Term"). The parties may extend the Research Program under mutually agreeable terms.
- c. Contractor understands that Marian centre for advanced research's primary mission is education and advancement of knowledge and the Research Program will be designed to carry out that mission. The manner of performance of the Research Program shall be determined in consultation with the Principal Investigator. Marian centre for advanced research does not guarantee specific results.
- d. Contractor understands that Marian centre for advanced research may be involved in similar research through other researchers on behalf of itself, Marian centre for advanced research shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Program, and Contractor shall not gain any rights via this MOU to other research.
- e. Marian centre for advanced research does not guarantee that any patent rights will result from the Research Program, that the scope of any patent rights will cover Contractor's commercial interest, or that any patent rights will be free of dominance by other patents, excluding those based on inventions made by other inventors in Marian centre for advanced research.

3. COMPENSATION

- a. As consideration for Marian centre for advanced research's performance, Contractor will pay the Marian centre for advanced research an amount equal to its expenditures and reasonable overhead in conducting the Research Program subject to a maximum expenditure limitation of INR 20,00,000.00 (Rupees Twenty Lakhs Only) . An initial payment of INR.200,000.00 (Rupees Two Lakhs Only) shall be made on 12th August,2020 and subsequent payments shall be made as follows:
- b. Contractor will make payments INR 200,000.00 (Rupees Two Lakhs Only) to The Marian centre for advanced research of Thrissur referencing the Principal Investigator and Research Program title.
- c. The Contractor shall make direct payment up to INR 16,00,000.00 (Rupees Sixteen Lakhs Only) to the lab equipment Suppliers.
- d. Marian centre for advanced research shall retain title to all equipment purchased and/or fabricated by it with funds provided by Contractor under this MOU.

4. COMMUNICATION AND REPORTS

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- a. Contractor's designated representative for communications with the Principal Investigator shall be Mr. Syam Mohan or any other person Contractor may designate in writing to Marian centre for advanced research and the Principal Investigator ("Designated Representative").
- b. The Principal Investigator will make up to three oral reports and one written report summarizing the work completed each quarter of the Research Program. The Principal Investigator shall also submit a comprehensive final report within one hundred twenty (120) days after termination of the MOU.

5. PUBLICITY

Neither party will reference the other in a press release or any other oral or written statement in connection with the Research Program and its results intended for use in the public media, except as required by the law or regulation. Marian centre for advanced research, however, may acknowledge Contractor's support of the Research Program in scientific or academic publications or communications with Contractor's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

6. PUBLICATION

The Principal Investigator has the right to publish or otherwise publicly disclose information gained in the course of the Research Program. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, Marian centre for advanced research will submit any prepublication materials to Contractor for review and comment at least sixty (60) days prior to planned submission for publication. Contractor shall notify Marian centre for advanced research within thirty (30) days of receipt of such materials whether they describe any inventions or discoveries subject to the parties' rights under Section 8. Marian centre for advanced research shall have the final authority to determine the scope and content of any publications.

7. CONFIDENTIAL INFORMATION

- a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this MOU ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years after the termination of this MOU, provided that the recipient party's obligation shall not apply to information that:
 - i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;
 - iii. is or later becomes part of the public domain through no fault of the recipient party;

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- iv. is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. is independently developed by the recipient party; or
 - vi. is required by law or regulation to be disclosed.
- b. In the event that information is required to be disclosed pursuant to subsection (vi), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

8. PATENTS, COPYRIGHTS, AND TECHNOLOGY RIGHTS

Title to all inventions and discoveries made by Marian centre for advanced research resulting from the Research Program shall reside with the Contractor.

9. LIABILITY

- a. Contractor agrees to indemnify and hold harmless Marian centre for advanced research, their Regents, officers, agents and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this MOU, including but not limited to the use by Contractor of the results obtained from the activities performed by Marian centre for advanced research under this MOU; provided, however, that the following is excluded from Contractor's obligation to indemnify and hold harmless:
- i. the negligent failure of Marian centre for advanced research to substantially comply with any applicable governmental requirements; or
 - ii. the negligence or willful malfeasance of any Regent, officer, agent or employee of Marian centre for advanced research or System.
- b. Both parties agree that upon receipt of a notice of claim or action arising out of the Research Program, the party receiving such notice will notify the other party promptly. Contractor agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against Marian centre for advanced research, their Regents, officers, agents and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed; and it is the statutory duty of Marian centre for advanced research agrees to cooperate with Contractor in the defense of such claim or action.

10. INDEPENDENT CONTRACTOR

For the purposes of this MOU and all services to be provided hereunder, the parties are independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as expressly provided herein or authorized in writing.

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11. TERM AND TERMINATION

- a. This MOU may be terminated by the written MOU of both parties.
- b. In the event that either party shall be in default of its material obligations under this MOU and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this MOU shall terminate upon expiration of the sixty (60) day period.
- c. Termination or cancellation of this MOU shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Contractor shall pay Marian centre for advanced research for all reasonable expenses incurred or committed to be expended as of the effective termination date.
- d. Any provisions of this MOU which by their nature extend beyond termination shall survive such termination.

12. ATTACHMENTS

Attachment A is incorporated herein and made a part of this MOU for all purposes.

13. GENERAL

- a. This MOU may be assigned by the contractor without the prior written consent of the other party. Contractor may assign this MOU to any purchaser or transferee of all or substantially all of Contractor's assets or stock by giving 30 days' notice to Marian centre for advanced research.
- b. This MOU constitutes the entire and only MOU between the parties relating to the Research Program, and all prior negotiations, representations, MOUs and understandings are superseded hereby. No MOUs altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- c. Any notice required by this MOU by Articles 8, 9, or 11 shall be given by Speed post, addressed in the case of Marian centre for advanced research to:

MARIAN CENTRE FOR ADVANCED RESEARCH
The Research Division of St. Mary's College
St. Marys College Road,
Chembukkav, Thrissur,
Kerala 680020,
E Mail : mcarsmctsr@gmail.com
Phone : 0487 2333485
Mobile : NA

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or in the case of Contractor to:

Derick & Associates
Room No.10, second Floor, Suntower,
Eastfort, Thrissur
Kerala 680 005
E Mail : derick_cr@hotmail.com
Phone : 0487 2440404
Mobile: 9539828475

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

d. This MOU shall be governed by, construed, and enforced in accordance with the internal laws of India.

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



CONTRACTOR

By Derick C Raphael

Title: Managing Partner

Witness:1



MARIAN CENTRE FOR ADVANCED
RESEARCH

By: Dr. Sr. Magie Jose

Title: The Principal, St. Mary's College,
Thrissur, Kerala 680020

Witness:2