

தமிழ்நாடு தமிழ்நாடு TAMILNADU

BV 347432

V M R F - DU,  
Salem, T.N.

23 MAR 2019

V. சீதாராமன்  
மா.ந. நீதிமன்ற முத்திரைதான்  
எிற்பனையாளர், துறைமுகம்  
L.C. No. 16203/83



### THIS MEMORANDUM OF UNDERSTANDING

is made on the 01 day of April 2019

Between

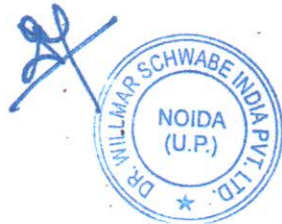
Dr. Willmar Schwabe India Pvt. Ltd.

A-36, Sector 60, Noida, Uttar Pradesh - 201304

AND

Vinayaka Mission's Research Foundation (Deemed to be University)

NH 47, Sankari Main Road, Ariyanoor, Salem – 636 308, Tamil Nadu.



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A. J. R. 15/119  
REGISTRAR  
Vinayaka Mission's Research Foundation  
(Deemed to be University)  
Ariyanoor, Salem - 636 308, Tamil Nadu

## Background

- i. Dr. Willmar Schwabe India Pvt. Ltd. (Schwabe India) and Vinayaka Mission's Research Foundation (Deemed to be University), Salem (VMRF - DU) share interests in joint research in the areas of diabetes, cancer, brain stroke, alzheimer's disease, parkinson's disease, epilepsy, hypertension, heart attack, alopecia, dengue, chikungunya and endocrine disorders, etc with homoeopathy & phytomedicines and natural products.
- ii. The two parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

### 1. Commencement and Duration

- 1.1. This Memorandum of Understanding ("MOU") shall take effect on the date of signing and shall continue for a period of 5 years.

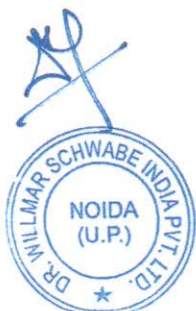
### 2. Force of this MOU

- 2.1. The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between Schwabe India and VMRF - DU. Unless specifically noted herein, in particular by designating the clause as binding, this MOU is not intended to be of legal force and effect in any manner whatsoever. This MOU shall not create a legal relationship between the parties.

### 3. Broad Areas for Cooperation

- 3.1. Schwabe India and VMRF – DU will discuss the possibility of cooperation in the following areas:
  - (a) Joint research
  - (b) Joint projects
  - (c) Dissertation projects for VMRF – DU students at Schwabe India
  - (d) Organising of joint seminars and conferences
  - (e) Joint publications
  - (f) Internship for students
  - (g) Any collaborative efforts that both may deem fit from time to time.

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*B. Jayaram*  
REGISTRAR  
Vinayaka Mission's Research Foundation  
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Ariyanoor, Salem - 636 308, Tamil Nadu

3.2. Representatives of the Parties may agree to review the operation of this MoU from time to time.

#### 4. Joint Contributions

4.1. Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(s) that set out appropriate and relevant contributions by the Parties. They may include

- (a) Access to its research laboratories and assist in development of projects involving the parties.
- (b) Joint submission of research proposals to national and international organisations to obtain support for their common research objectives.
- (c) Schwabe India and VMRF - DU shall work specifically in the areas defined in Para (i) and para 3.1.

4.2. The parties acknowledge that all specific financial arrangements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.

#### 5. Confidentiality and Privacy

5.1. Schwabe India and VMRF - DU recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each of Schwabe India and VMRF - DU contractually agrees that it shall not, at any time, disclose to any third party, any confidential information of another party without first having obtained the prior written consent of the other party.

5.2. The provisions of this Clause 5 are intended to and shall be binding upon the parties upon the signing of this MOU, and shall survive the termination or expiry of this MOU.

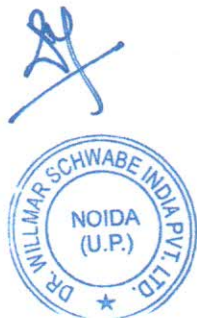
#### 6. Intellectual Property

6.1. "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), plant varieties, register and unregistered trade marks, registered and unregistered designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.

6.2. Each party shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at the commencement of each Research Project arising under this Agreement.

6.3. If any IPR issue emerges as a result of joint research, then a specific IPR addendum will be jointly agreed upon.

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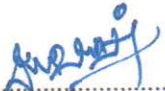


**7. Amendments and Supplementary Agreements**

7.1. The parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.

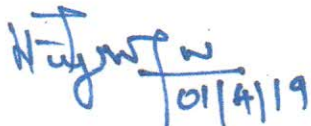
7.2. The Parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each party.

**8. Use of Name and Logo**


8.1. No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party. The Parties intend that this provision shall be binding upon them and shall survive the termination or expiry of this MOU.

<p>For and on behalf of <b>Dr. Willmar Schwabe India Pvt. Ltd. Noida, UP</b></p> <p></p> <p>Signature of authorised</p> <p>Name : Dr. R. Valavan Designation : Head – Scientific and Medical Affairs</p> <p></p> <p>Date: <u>01.04.2019</u></p>	<p>For and on behalf of <b>Vinayaka Mission's Research Foundation (Deemed to be University), Salem, Tamil Nadu.</b></p> <p></p> <p>Signature of authorised person</p> <p>Name : Prof. Dr. B. Jaykar Designation : Registrar</p> <p><b>REGISTRAR</b> Vinayaka Mission's Research Foundation (Deemed to be University) Ariyanoor, Salem - 638 308, Tamil Nadu</p> <p>Date: <u>01.04.2019</u></p>
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Witness

  
(Dr. A. NAGARAJAN)

Witness

  
(Dr. E. Rethinasabapathy)  
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