

Memorandum of Understanding

EFFECTIVE DATE: This MOU is executed on 30th of March 2022 between

PARTY 1: [*Primary applicant: Academia's particulars*] Guru Nanak Khalsa College of Arts, Science and Commerce (Autonomous), Matunga Mumbai

PARTY 2: [*Collaborator: Industry particulars*] WayBiond Biotech Pvt Ltd, a biotechnology company incorporated under companies act 2013 having registered address at B-103, Harmony Building, Near IASIS Hospital, Evershine City, Vasai (East) – 401208, Maharashtra, India, hereafter referred to as “WayBiond” or “Party”.

Whereas, the institute has developed proof of concept with regard to “Production of Cellulase (truncated) for the Synthesis of Nanocellulose “ Whereas institute has identified WayBiond to carry part of its study that will involve providing necessary services required for the cloning various forms of cellulase enzymes for eventual production of nanocellulosic materials

Whereas WayBiond has agreed to perform such required service as per the schedule and terms agreed mutually. Now thereof the parties for valid consideration enter into this MOU:

1. **OBJECTIVE:** The present study Production of Cellulase (truncated) for the Synthesis of Nanocellulose (glucanase and glucosidases))

2. **SCOPE OF WORK:**

○ The scope of work for WayBiond shall include:

- Selection Cellulase to be cloned
- Vector Transformation in an expression host system (e.g E.coli etc)
- Creation of truncated variants of cellulases with appropriate DSP tag
- Activity Screening of cellulase variants (in collaboration with Khalsa for analytical equipment support)
- Shake-flask level enzyme production in complex media
- Crude enzyme production and formulation
- Handover to Khalsa team for further process operations

▪ The scope of work for Khalsa shall include

- Downstream processing
- Enzyme Purification
- Nanocellulose production process Optimization

3. **ROLES & RESPONSIBILITIES:**

A. WayBiond will perform molecular biology related experiments for creation of enzyme

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expressing genetically modified host system and production of crude enzyme variants (of various lengths) at shake-flask level on complex media.

B. Khalsa will perform downstream processing on protein purification and application of cellulase variants towards production of nanocellulose particles and materials.

4. **CONFIDENTIALITY**: All information under the MOU shared between the parties shall be treated as confidential information and shall be subject to restrictions on disclosure other than for the purpose of this MOU. The confidentiality obligations shall survive even after the termination or expiration of this MOU. Confidential information shall not include:
- a. information that is available in public domain;
 - b. information already known to the receiving party;
 - c. information disclosed to the receiving party by a third party not under obligation of confidentiality;
 - d. Information developed by the receiving party independent of the confidential information received under this MOU.

5. **INTELLECTUAL PROPERTY RIGHTS** :

- a. "Intellectual Property" means the legal rights relating to inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software, first made or generated by such investors .
- b. The "Intellectual Property Rights (IPR)" regarding end use of nanocellulose based materials generated during the project will jointly lie with the Khalsa and WayBiond.
- c. The IP generated by WayBiond pertaining to some novel protein or some novel method of cloning and/or protein expression or some highly active enzyme discovered in the process of experimentation shall be owned exclusively by WayBiond.
- d. The IP generated by Khalsa pertaining some novel method of protein purification and any other invention in the downstream processing shall be exclusively owned by Khalsa.
- e. Patent Prosecution and Expenses. The filing, prosecution, defense and maintenance of all Patents for the Inventions will be conducted and controlled by each party individually, acting reasonably and in good faith.
- f. Background Intellectual Property: Any of the party possess rights in background intellectual property, that is, intellectual property not otherwise subjected to this MOU , which would be useful or essential to the practice or commercialization of the results of this MOU, should be disclosed. Except to the limited extent required to perform a party's obligations under this MOU, neither party receives any right, title, or interest in or to any Research Materials provided to it by the other party or any

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technology, works or inventions of the other party that are not Research Program Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.

- g. Maintaining the Laboratory Notes: Each party agrees that research efforts will be well documented in the form a laboratory notes with accurate data disclosed for each experiments performed therein, during the course of this MOU.
- h. In the event of commercialization of the technology by, will have the first right of refusal

6. **TERM AND TERMINATION:** This MOU shall be valid for a period of **Three** years from the Effective Date and can be terminated by a notice of six months by either party. The termination of this MOU shall not affect any IP rights accrued and related obligations arising under this MOU. As per the need the MOU will be revised for further duration with same terms and conditions or mutually agreeable modifications.

7. **INDEMNIFICATION:** Neither party shall be held responsible for the indemnification of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

8. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:**

Any disputes between the parties shall be resolved by mutual discussions. Minor dispute during execution of the project shall be subjected to resolution out of this MOU. The MoU shall be considered, interpreted and governed by the laws of India and Courts at Bombay shall have exclusive jurisdiction in all such matters.

Dr Gaganjyot kaur Bunvara

mangasala

Dr. Kiran Mangaonkar
Principal

Kiray



Ambareesh Govind Phadnavis

AG Phadnavis

Party 1 : *Applicant, Academia*

Party 2: *Collaborator, Industry*



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4. TERM AND TERMINATION: This MoU shall be valid for a period of three years from the effective date and can be renewed by a notice of six months by either party. The termination of this MoU shall not affect any IP rights acquired and related obligations arising under the MoU. As per the need the MoU will be revised for better alignment with some terms and conditions or mutually agreed to modification.

7. CONFIDENTIALITY: Neither party shall be held responsible for the information of their respective obligations under the MoU due to the exigency of war or more of the time. Neither party shall be held liable for any breach of the MoU. The MoU shall be held in confidence and shall not be disclosed to any third party without the prior written consent of the other party. The MoU shall be held in confidence and shall not be disclosed to any third party without the prior written consent of the other party. The MoU shall be held in confidence and shall not be disclosed to any third party without the prior written consent of the other party.

8. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION: Any dispute between the parties shall be resolved by mutual discussion. In the event of a dispute, the parties shall be subject to resolution of the MoU. The MoU shall be governed by the laws of India and courts in India shall have jurisdiction over all matters.

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