

गोवा GOA

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As there is no article or the value of Rs 100/-
Additional stamp paper for the completion of the value is attached
alongwith.
Signature of Purchaser
Signature of the
Suhas K. Kanur
Licenc. N.
Dt. 14/10/2005
MIDPM

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made at Panaji, Goa on this 22nd day of MARCH, 2019.

YVReddy

BETWEEN

GOA UNIVERSITY, having its registered office at Taleigao Plateau, Taluka Tiswadi, State of Goa, represented herein by its Registrar, Prof. Y. V. Reddy and hereinafter **referred to as "University"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors and assigns) OF THE FIRST PART;

AND

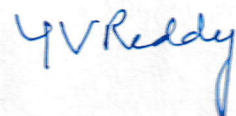
MACBROUT, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Unit I, A1-22, San Jose de Areal, P.O. Curtorim, Salcete, Goa – 403 709, represented herein by its authorized signatory, Mr. Ashwin Teles, Assistant Project Manager hereinafter **referred to as the "MACBROUT"**, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) OF THE SECOND PART;

AND WHEREAS the SECOND PART is represented by its authorized signatory vide a Board Resolution dated 13th of MARCH 2019 which is annexed hereto.

WHEREAS the SECOND PART is engaged in the manufacture of 5-axis turbo machinery parts and have carried out testing of process fluid samples at Goa University laboratory.

AND WHEREAS SECOND PART namely the company MACBROUT handles processed liquids during its manufacturing process and are desirous of conducting tests of its processed fluids and conducting research in finding the best practices in handling and safe disposal of its products as well in better understanding of an ideal method of safely handling, treating and disposal of the different processed fluids.

AND WHEREAS the parties hereto therefore, agreed to reduce in writing the working MOU between them for carrying out the research and development on the terms and conditions mentioned herein below.



NOW THIS MOU WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. In pursuance of aforesaid understanding and in consideration of reciprocal promises of the parties herein more particularly set out hereunder, the parties hereto agree and undertake as under:

a) University agrees to allow MACBROUT to use the laboratory at the Department of Microbiology and at the place specified to work for the development of best practices in handling and safe disposal of its various process fluids;


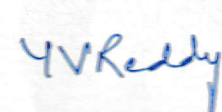
b) MACBROUT agrees to share the information generated during the development of the best practices in handling and safe disposal of its various processed fluids. This information cannot be published/presented on any forums/journals/conferences/Media and any other online/offline platforms without the written consent from MACBROUT.

c) MACBROUT agrees to share the Intellectual property Rights including but not limited to Patents, Trade Mark, Publication, Royalty and any other information that may result from the work arising out of the work, research and development carried out by it on the premises and using laboratory facilities of the University as per the provisions laid down under SA- 39 (Effective from 25th February, 2014) "*Statute relating to the Intellectual Property Rights (IPR) of the Faculty members of Goa University and Affiliated College.*"

d) University agrees to allow MACBROUT to bring the materials which will be tested at the Goa University premises and the same will not be disposed of at the University premises. MACBROUT agrees to take all necessary care to transfer the same from University to the place for its disposal at their end.

e) University agrees to allow not more than 3 individuals from MACBROUT to conduct testing at the laboratory in University premises.

2. The party to the FIRST PART undertakes to provide reasonable and dedicated space within the laboratory to conduct the testing to the party to the SECOND PART.

3. The party to the FIRST PART will provide adequate space to the party to the SEOCND PART to place a cupboard to safely store consumables/chemicals and other materials used for carrying out the required tests.

4. It is agreed by the FIRST PART to provide the following items to the party to the SECOND PART for conducting its tests and activities:

(a) Weighing Scale, (b) Vacuum Filtration Pump, (c) B.O.D. Incubator, (d) Hot Air Oven, (e) Laminar Flow, (f) Autoclave, (g) Water Bath, (h)Centrifuge, (i) Hot Plate, (j) Microscope 100X, (k) Pressure Cooker with Induction (l) Deep Freezer, (m) Water from Mill-Q Water Filtration unit, (n) Magnetic Stirrer and (o) Spectrophotometer and accessories being cuvettes. However, the first priority for use of the facility is for students and faculty of respective Department.

5. The party to the FIRST PART undertakes to allow the party to the SECOND PART to use AAS (Atomic Absorption Spectrophotometer) facility with the respective Department of the FIRST PART as per the convenience of the concerned officers of the Department of Microbiology.

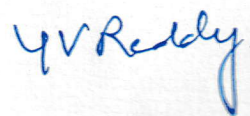
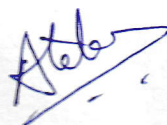
6. The SECOND PART undertakes to make available the below mentioned items for its testing activity at the University premises and shall be taken back by the MACBROUT upon termination of the instant MoU.

a) Micro pipettes

b) Refrigerator

University allows MACBROUT to procure all chemicals; glassware and Consumables as and when required for the purpose of testing by MACBROUT at the University premises.

7. In case the result arising out of the testing work being carried out at the University premises further leads to manufacture and trade production commercially, the same would be under the joint banner of MACBROUT and the University.



8. MACBROUT shall be liable to pay charges to the University for a sum of Rs. 60,000/- (RUPEES SIXTY THOUSAND ONLY) for the period of one year commencing from 22nd MARCH 2019 to 21st MARCH 2020 at the rate of Rs. 5,000/- (RUPEES FIVE THOUSAND ONLY) per month for the usage of Laboratory facilities at Goa University premises. The said amount is paid today after necessary Tax Deducted at Source, on execution of this MoU in favour of the Registrar, Goa University vide a Demand Draft No.437096, dated 20th MARCH 2019 drawn on Corporation Bank, St. Jose De Areal branch, Goa.

9. MACBROUT agrees to pay the charges towards AAS analysis at the rate of RS.50/- (RUPEES FIFTY ONLY) per sample subject to minimum charge of Rs. 500/- (RUPEES FIVE HUNDREAD ONLY) for single metal to Goa University. The minimum charges include the analysis of five to six standards of metal, blanks and one sample. The said amount shall be deposited on Last working day of every month in favour of the Registrar, Goa University. MACBROUT agrees to provide standards and samples in ready to use state with AAS.

10. Nothing herein above contained shall be construed to limit or affect in any way the authority of the Goa University or MACBROUT.

11. This MoU shall become effective upon execution of the same and shall remain in force until the same is terminated by the parties hereto by giving 6 months' notice in writing.

12. All dispute between the parties as to the terms of the contract and/or to the interpretation of contents hereof shall be settled by the parties by negotiations, however, if no settlement can be arrived at, the issue in dispute shall be referred to the mutually agreed Arbitrator/s and settled in accordance with the provisions of Arbitration and Conciliation Act, 1996;

IN WITNESS WHEREOF the parties have hereto have hereunto set and subscribed their respective hands on the date, month and year herein above written. Two copies of this MOU are made and signed one each for the parties.

[Signature]

YVReddy

SIGNED AND DELIVERED

BY THE WITHIN NAMED PARTY to the

FIRST PART

GOA UNIVERSITY, through the Registrar

Prof.Y. V Reddy

Y V Reddy

REGISTRAR
GOA UNIVERSITY
TALEIGAO GOA
403 206

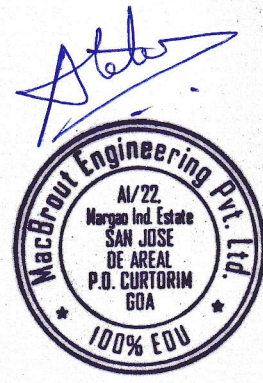
SIGNED AND DELIVERED

BY THE WITHIN NAMED PARTY TO THE

SECOND PART

Duly represented by its Authorized Signatory

Mr. Ashwin Teles



In the presence of:

1. *Sandeep Garg. (Dr. S. Garg)*

2. *Wayne Gonsalves* *Gonsalves*



MacBrout
Engineering Pvt. Ltd.

BOARD RESOLUTION

CERTIFIED COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE MACBROUT ENGINEERING PVT LTD HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 390/H, SURVEY NO. 120/1-B, SAN JOSE DE AREAL, P.O. CURTORIM, SALCETE, GOA-403709 ON THE 13TH MARCH, 2019 AT 10.30 A.M.

“RESOLVED THAT the consent of the Board be and is hereby accorded for the execution and signing of the Memorandum of Understanding (MOU) to be entered between the Company and the Goa University, for conducting tests of the processed fluids generated during the manufacturing process of the Company and conducting research in finding the best practices in handling and safe disposal of its products as well in better understanding of an ideal method of safely handling, treating and disposal of the different processed fluids, the draft of which is placed at Annexure – 1 duly initialled by the Chairman for the purpose of identification.

RESOLVED FURTHER THAT Mr. Savio Carvalho, Director OR Roger Gomes, Director of the company be and is hereby authorised to execute the above mentioned MOU on behalf of the Company.

RESOLVED FURTHER THAT Mr. Ashwin Teles, Assistant Project Manager of the company is hereby authorised to execute the above mentioned MOU on behalf of the Company and do all such acts, matters, deeds and things and to take all steps and do all things and give such directions as may be required, necessary, expedient and desirable for giving effect to the MOU.

RESOLVED FURTHER THAT a certified copy of the resolution be given to any one concerned or interested in the matter”

// CERTIFIED TRUE COPY //

For MACBROUT ENGINEERING PVT. LTD.

DIRECTOR

MacBrout Engineering Pvt. Ltd. (100% EOU)

2017

यह लिखत जारी करने की तिथि से तीन महीने के लिए वैध है।
Instrument is valid for three months from the date of issue

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कार्पोरेशन बैंक
Corporation Bank
GOA-ST. JOSE DE AREAL [0257]
(आधारकर्ता शाखा / ISSUING BRANCH)

मांगे जाने पर ON DEMAND PAY THE REGISTRAR GOA UNIVERSITY

या उसके आदेश पर OR ORDER

रुपये RUPEES Fifty Four Thousand only **

₹ 54,000.00
Corporation Bank

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SERVICE BRANCH BANJIM - 9063 अवा करें FOR VALUE RECEIVED
Not Over Rs.54,000/-DL
Remitter: Macbrout Engineering Pvt Ltd(1)

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(आधारकर्ता शाखा / Drawee Branch)

कार्पोरेशन बैंक की सभी शाखाओं में देय।
Payable at all branches of Corporation Bank

MT/09/2016

अधिकृत हस्ताक्षरकर्ता
Authorised Signatory (Sig.No.)

Sandeep K. Bhandari

Please sign above

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अधिकृत हस्ताक्षरकर्ता
Authorised Signatory (Sig.No.)

Sandeep K. Bhandari

Please sign above

MT/09/2016

कार्पोरेशन बैंक की सभी शाखाओं में देय।
Payable at all branches of Corporation Bank

(आधारकर्ता शाखा / Drawee Branch)

SERVICE BRANCH BANJIM - 9063 अवा करें FOR VALUE RECEIVED
Not Over Rs.16,800/-DL
Remitter: Macbrout Engineering Pvt Ltd(1)

₹ 16,800.00
Corporation Bank



सत्रे RUPEES Sixteen Thousand Eight Hundred only ***

या उसके आदेश पर OR ORDER

मांगे जाने पर ON DEMAND PAY THE REGISTRAR, GOA UNIVERSITY

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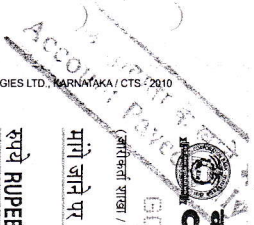
यह लिखत जारी करने की तिथि से तीन महीने के लिए वैध है।
The instrument is valid for three months from the date of issue

कार्पोरेशन बैंक
Corporation Bank
GOA-ST. JOSE DE AREAL [0257]
(आधारकर्ता शाखा / ISSUING BRANCH)

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10-2016

MANIPAL TECHNOLOGIES LTD., KARNATAKA / CTS - 2010



10-2016