



EGS PILLAY

28

YEARS OF
EXCELLENCE
IN EDUCATION

ENGINEERING COLLEGE

Nagapattinam - 611 002

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Dated this on the 03rd day of June 2025

BETWEEN

E.G.S. PILLAY ENGINEERING COLLEGE
NAGAPATTINAM, INDIA

AND

XENOBIOMIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT PVT LTD
PUDUCHERRY, INDIA



XENOBIOMIC

RESEARCH & TECHNOLOGICAL DEVELOPMENT PVT LTD

MEMORANDUM OF UNDERSTANDING

Rs. 100

ONE
HUNDRED RUPEES

INDIA

NON JUDICIAL

தமிழ்நாடு தமிழ்நாடு TAMILNADU 30.05.2025

100/-

EM 194431
HJM Dh

E.G.S. PILLAY ENGINEERING
COLLEGE
NAGAPATTINAM.

M. S. M. KODUTHI
மேதேவாசாமி மெதேவாசாமி
சாஸ்திர சாஸ்திர சாஸ்திர
உரிமையாளர் 2/87

This Memorandum of Understanding (MOU) is made and entered into on this 03RD day of June in the year Two Thousand and Twenty-Five (2025).

BETWEEN

EGS PILLAY ENGINEERING COLLEGE, Old Nagore Road, Nagore Post, Nagapattinam – 611002, Tamil Nadu, India (hereinafter referred as "EGSPEC")

AND

XENOBIOMIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT PVT LTD, Puducherry, (hereinafter called and referred to as "Xenobiomic" which term or expression as hereinafter used shall where the context so requires or admits.

WHEREAS

1. E.G.S. Pillay Engineering College located in Nagapattinam, Tamilnadu, India is a private institution and approved by All India Council for Technical Education (AICTE), Government of India., and provides under graduates, post graduates and doctoral programs in Engineering
2. Xenobiomic possesses proprietary technologies, technical know-how, patented designs, and R&D expertise in the areas of bioprinting, filament extrusion, and mechanical rapid prototyping.
3. The Parties now recognizing the benefits to their respective institutions from the establishment of links enter into this Memorandum of Understanding ("MOU"). The aim of this MOU is to promote academic and research exchange between two organization.

1. The Parties wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

5. Both parties recognize the mutual benefits of collaboration in joint research, technology development, capacity building, and startup incubation.

The Parties hereby mutually agree to the following:

1. Scope of Understanding:

The provisions stated in this MOU are statements of intention only. This is not a binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate individual written agreement establishing the binding obligations of the Parties and approved by each Party's Higher Authorities in relation to specific objectives stated below.

This MOU is intended to establish an area for co-operation in enhancing the education endeavors and industry exposure would be in the basis upon which EGSPEC and Xenobiomic may promote both academic, internship and research opportunities for students. In this regard, the Parties agree to discuss and explore the following objectives for mutual benefits:

A. Scope of Agreement

- ❖ Promoting joint research and development (R&D) in bioprinting, filament extrusion, and rapid mechanical prototyping
- ❖ Facilitating joint publication of research papers and filing of patents arising from the collaborative R&D.
- ❖ Providing internship to the students in the areas of bio-inspired materials and 3D printing
- ❖ Providing value added course, workshop, training and capacity building session for the students and faculties of Mechanical, Biomedical and Electrical and electronics Engineering, EGSPEC and Biochemistry and bio technology, EGSPEC by Xenobiomic, Puducherry.
- ❖ Supporting new startups developing and promoting commercialization of technologies.

B. Responsibilities of the Parties

i. Responsibilities of EGS Pillay Engineering College

EGS Pillay agrees to:

1. Provide Lab Space:

Provide necessary space and infrastructure for setting up laboratory within the college premises for Xenobiomic to carry out R&D activities related to bioprinting, filament extrusion, and rapid mechanical prototyping.

2. Financial Support:

Provide financial support of Rs. 35,000/- (Rupees Thirty-Five Thousand only) per month towards human resources for facilitating joint R&D activities. This will be paid directly to Xenobiomic or as mutually agreed.

3. Access to Facilities:

Provide access to college facilities such as laboratories, technical equipment, and other relevant infrastructure required for conducting joint research relevant to point no.1

4. Joint Publications and Patents:

Support and promote joint publications and patent filings arising from the collaborative research. Both parties shall be listed as joint authors/inventors wherever applicable.

5. Startup Promotion

Support and facilitate the creation of new startups or commercial ventures resulting from the jointly developed technologies.

6. Workshop and Training Support

Allow Xenobiontic to conduct workshops, technical sessions, and hands-on training for students in the domain of bioprinting and mechanical rapid prototyping.

ii. Responsibilities of Xenobiontic Research and Technological Development Private Limited

Xenobiontic agrees to:

1. Provide Patented Technologies and Know-How:

- ❖ Provide access to its proprietary technologies, including the **Bioprinter, Filament Extruder Machine, and FDM 3D Printer**, for joint R&D purposes.
- ❖ Share technical know-how, optimization methods, in-house developed protocols, and rapid prototyping designs with EGS Pillay.

2. Technical and R&D Support:

- ❖ Provide technical expertise, R&D guidance, and mentorship for faculty members, students, and research teams of EGS Pillay.

3. Joint Research and Publications:

- ❖ Actively participate in joint R&D activities and contribute towards the publication of research papers and filing of patents.
- ❖ Actively participate in joint research proposal activities.
- ❖ Co-author research papers and jointly apply for patents for any innovation resulting from the collaboration.

4. Startup and Innovation Promotion:

- ❖ Facilitate and support the development of startups by transferring technologies, providing consultancy services, and offering incubation support.

5. Workshops and Student Training:

- ❖ Conduct workshops, hands-on training, and technical sessions for students and faculty members.
- ❖ Provide technical training on bioprinting, 3D printing, mechanical design and rapid prototyping.
- ❖ In cases where technical sessions are conducted by Xenobiontic's staff or engineers, they may receive an honorarium for their services, which shall be mutually decided by both parties.

iii. Joint Ownership of Intellectual Property (IP)

- ❖ Any intellectual property (IP) such as patents, designs, research publications, or technologies developed under this collaboration shall be jointly owned by EGS Pillay and Xenobiontic, unless otherwise agreed in writing.
- ❖ Both parties shall be listed as co-inventors or co-authors in all patent filings, research publications, or other IP assets arising from joint R&D.
- ❖ Commercialization rights for jointly developed technologies shall be shared as per mutual discussion and agreement.

iv. Revenue Sharing Model (if any)

- ❖ In case any technology, innovation, or research output is commercialized or licensed to any third party, both parties shall mutually agree on the revenue-sharing model before commercialization.

- ❖ [Redacted] shall provide a financial contribution of Rs. 35,000/- per month towards human resource support or as mutually agreed, along with accommodation.
- ❖ Xenobiotic shall utilize the allocated funds exclusively for joint R&D activities, including technical sessions, student training, and project development.
- ❖ Both sides will circulate essential information in timely manner. The MOU shall be subjected to periodic review by both the institutions financial matters including travel are subject to individual negotiation the host institution agrees to assist in housing, arranging work space and other technical facilities.
- ❖ This MOU shall be officially executed in two (2) copies in English.

2. Contact Persons:

Xenobiotic hereby appoints Dr. Manikandamaharaj T S, Director and EGSPEC hereby appoints Dr.K.Manikanda kumaran, Head-Administration and Dr.V.Navaneethakrishnan, Associate Professor, Department of Mechanical Engineering, to co-ordinate all discussions between the Parties pursuant to this MOU.

3. Mutual Expense and Reliance:

Each Party will be responsible for its own expenses during the discussions in connection with this MOU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved any action taken in reliance on the understanding expressed in this MOU shall be at the Parties' own risk.

4. Confidentiality:

a) All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOU or anytime thereafter except:

- i) With the written consent of the other Party;
- ii) If required by law to be disclosed;
- iii) In connection with legal proceedings by authority of a court of competent jurisdiction;

or

iv) If the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.

b) Disclosure of confidential information to the employees of Party's subsidiary, parent or related companies is permitted provided it is necessary for the purposes of performing that Party's obligations under this MOU. Notwithstanding the aforesaid, the Party receiving any information shall ensure that any of its employees to whom information is disclosed by the Party disclosing pursuant to this MOU shall undertake to observe the confidentiality undertakings in this MOU. The Party receiving the information shall protect all confidential information of the disclosing Party using not less than the standard of care in which it treats its own confidential information (but no less than a reasonable care in the circumstances) and shall ensure that the information is stored and handled in such a way as to prevent unauthorized disclosure.

c) The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

5. Termination:

This MOU is for duration of five (5) years from the date of this agreement. However, either Party may immediately terminate or extend this MOU for any reason by providing notice in writing at least three (3) months prior to the expiration of this period to the other Party.

Parties herein are independent entity. This MOU does not create any agency, company, partnership, joint venture or any other business relationship between the Parties.


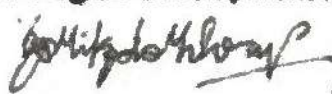

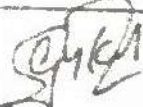




8. Limitation of Liability:

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MOU.

9. Modifications: No variations, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.

10. Governing Law and Jurisdiction: This MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of India. Any dispute controversy or claim arising out of or relating to this MOU or breach, termination or invalidity thereof, shall be decide and finally resolved by arbitration between two institutions. The language to be used in the arbitration will be English.

IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly executed on the day and Year first above mentioned.

SIGNED BY: For and on behalf of E.G.S. PILLAY ENGINEERING COLLEGE (EGSPEC)	SIGNED BY: For and on behalf of XENOBIOMIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT PVT LTD
 S. SHANKAR GANESH Joint Secretary E.G.S. Pillay Group of Institutions Nagapattinam - 611 002	 For Xenobiomic Research and Technological Development Pvt. Ltd.: Director
Shri.S.Shankar Ganesh Joint Secretary, E.G.S Pillay Group of Institution	Dr. Manikandamaharaj T S Director
WITNESSED BY:	WITNESSED BY:
1.  Dr. K. MANIKANDA KUMARAN, M.E., Ph.D., Head of Administration, E.G.S. Pillay Group of Institutions, Nagapattinam.	1.  
2.  Dr. V. NAVANEETHAKRISHNAN, M.Tech., Ph.D., Associate Professor Department of Mechanical Engineering E.G.S. Pillay Engineering College Nagapattinam - 611 002.	2.  
1. Dr. K. Manikanda kumaran Head- Administration 2. Dr. V. Navaneethakrishnan Associate Professor, Department of Mechanical Engineering.	1. Mr. Gokula Krishnan K CEO 2. Dr. Vignesh K Director