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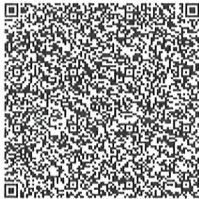
Government of Karnataka

Rs. 200

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MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Centre for Cellular and Molecular Platforms
and**

Sri Siddhartha Academy of Higher Education

This Memorandum of Understanding (MoU) is drawn up and agreed upon on 13th July 2023 to establish the cooperation between the Centre for Cellular and Molecular Platforms, located at Bangalore, Karnataka, India, and Sri Siddhartha Academy of Higher Education Deemed-to-be university, located at Agalkote, B.H.Road, Tumkur, Karnataka 572107, India.

Statutory Alert:

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Brief Description about the Organizations

Centre for Cellular and Molecular Platforms was conceptualized by the Department of Biotechnology, Govt. of India in 2009 as an enabler or catalyst of cutting-edge research and innovation in the life sciences. It is incorporated with CIN U73200KA2010NPL052117 and has its registered office at GKVK PO, Bellary Road, Bangalore 560065, Karnataka, India hereinafter referred to as "**C-CAMP**", which shall mean and include its associates, assignees, and employees, as party of the **FIRST PARTY**.

Sri Siddhartha Academy of Higher Education is a Deemed-to-be-university set up under section - 3 of the UGC Act 1956 represented by its Vice Chancellor, having their registered office at Sri Siddhartha Academy of Higher Education, Deemed-to-be University, located at Agalkote, B.H.Road, Tumkur, Karnataka 572107, India. (Hereinafter referred to as "**SSAHE**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) as party of the **SECOND PARTY**.

PURPOSE

The purpose of this MoU is to enable cooperation between C-CAMP and SSAHE by availing each Party's technical and subject matter expertise and related services through their associates and staff members.

Whereas both parties desire to enter into this MoU to set forth the terms and conditions of the relationship between C-CAMP and SSAHE.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

- 1.1 'Party' or 'Parties' shall mean C-CAMP or SSAHE or both based on the context.
- 1.2 'Confidential Information' shall mean any and all technical and non-technical information provided by either party to the other, including, without limitation, (a) patent and patent applications, (b) trade secret and (c) proprietary information, including, ideas, samples, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, Prototypes, equipment, algorithms, software programs, software source documents and formulae related to the current, future and proposed products and services of each of the parties, including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual

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relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

Exclusion:

Confidential information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by either Party; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to either Party and has been received from a third party source.

1.3 C-CAMP Inter-Institutional Biomedical Innovations Programme (Herein after referred to as 'CIBIP Twinning Program') shall mean a structured ideation, innovation hands-on program wherein multidisciplinary teams consisting of clinicians, engineers and other professionals or students from these domains interact to address problems of social and clinical relevance. A didactic entrepreneurship Course catalysing inter-speciality innovations.

2. Collaboration

2.1 C-CAMP agrees to implement the CIBIP Twinning Program at SSAHE by making available necessary support, expertise, platform, and course material.

2.2 SSAHE agrees to coordinate the CIBIP Twinning Program, mobilise participants, provide infrastructure and mentoring support for the program.

2.3 C-CAMP agrees to provide guidance on societal relevance, industrial applicability, technical and funding aspects of the translational research carried out at SSAHE

2.4 C-CAMP agrees to provide guidance to the incubator, innovators and start-ups associated with SSAHE.

2.5 SSAHE agrees to make available the clinical expertise and infrastructure for the innovators and start-ups associated with C-CAMP for clinical immersion, validation, and clinical trials.

2.6 Both parties agree to make available to the other party its infrastructure and expertise, where possible, as mutually agreed on case-to-case basis.

3. Consideration

Both the parties agree to cover the expenses as applicable and as specified in subsequent contracts and agreements signed for specific purpose by both the parties or as mutually agreed by the parties.

4. Term and Termination

4.1 The term of this MoU shall be Three (3) years from the Effective Date unless extended in writing by both the SSAHE and C-CAMP or earlier terminated pursuant to the terms and conditions set forth in this MoU.

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- 4.2 Either party may terminate this MoU without cause upon ninety (90) days written notice. Upon such termination, both the parties shall be released from any and all further obligations under this MoU.
- 4.3 Both party's obligations under Intellectual Property and Confidentiality clauses shall continue pursuant to the termination of this MoU.

5. Confidentiality

- 5.1 Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third-party Confidential Information of the other, except as approved in writing by the other party to this Agreement and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the other party to this Agreement. Notwithstanding the above, the party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 2 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
- 5.2 Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
- 5.3 Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the other party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party; or (e) it was communicated by the other party to an unaffiliated third party free of any obligation of confidence.
- 5.4 Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
- 5.5 The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make,

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have made, use, or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.

- 5.6 Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party by either party shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends, which appear on the original, unless otherwise authorized in writing by the other party.

6. Arbitration

- 6.1 Both parties will use their best efforts to settle all matters of dispute amicably. All disputes and differences of any kind which cannot be solved amicably by the parties, shall be referred to arbitration. The arbitration proceedings are carried out in accordance to laws encompassed under the Arbitration and Conciliation Act 1996.
- 6.2 The terms of this MoU shall be interpreted as per the laws of India and this MoU shall be subject to the jurisdiction of the courts at Bengaluru only.

7. Governing Law and Jurisdiction

This MoU shall be governed by, construed and enforced in accordance with the laws in force in India. The jurisdiction for any disputes arising under this MoU shall be the courts of Bangalore.

8. Notices

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the applicable party at the addresses mentioned at the beginning of this MoU. Addresses may be changed by notice in writing signed by the addressee.

12. Amendment

No amendment or modification of this MoU shall be valid or effective, unless in writing and signed by the parties to this MoU.

13. Entire Agreement

This MoU embodies the entire agreements of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between C-CAMP and the SSAHE. Neither party shall be bound by any term or condition other than as is expressly set forth herein.

SPECIAL PROVISIONS

1. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate agreements.

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2. Each party may use other party's name and logo for promotional and associated activities pursuant to current MoU and subsequent contracts.
3. Both parties here shall do their utmost to ensure the smooth and efficient execution of this MoU.
4. The two parties will consult with each other for any subsequent associated MoU informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated MoU informally.

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by respective authorized representatives.

Signed for and on behalf of:

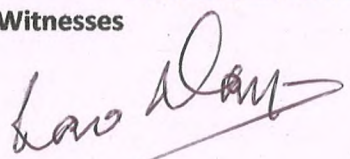
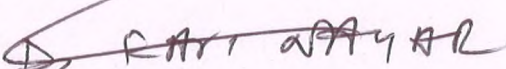
First Party

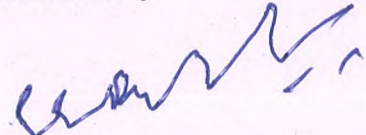
Dr. Taslimarif Saiyed
CEO and Director
Centre for Cellular and Molecular Platforms
Bellary Road, Bangalore
Karnataka 560065

Date: **Dr. Taslimarif Saiyed**
CEO & Director
Centre for Cellular and Molecular Platforms (CCMP)
KVK Post, Bellary Road, Bangalore - 560 065

Witnesses

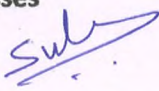
Second Party



Dr. K B Lingegowda
Vice Chancellor
Sri Siddhartha Academy of Higher
Education, Tumkur
Karnataka 572107

Date: **VICE-CHANCELLOR**
Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.

Witnesses


(**DR. SUHAS S**)