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INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No.	:	**IN-KA64090076250909U**
Certificate Issued Date	:	11-Mar-2022 05:40 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ JAYANAGAR9/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL08630542358722 15U
Purchased by	:	VOWELS ADVANCED SCHOOL OF LEARNING AND RESEARCH
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	VOWELS ADVANCED SCHOOL OF LEARNING AND RESEARCH
Second Party	:	DEPT OF BIOTECH AND GENETICS MSRCASC
Stamp Duty Paid By	:	VOWELS ADVANCED SCHOOL OF LEARNING AND RESEARCH
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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KBSSN (R) E. Authorised Signatory Bangalore-560011

VOWELS ADVANCED SCHOOL OF LEARNING AND RESEARCH IN-KA64090076250909U 11-MAR-2022 05:40 PM RS. 100

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") was prepared and approved on twenty first February 2022 and executed on the Monday, Fourteenth day of March 2022 at Bangalore,

BY AND BETWEEN

Vowels Advanced School of Learning and Research (VASLR) Private Limited, company incorporated under the laws of India, whose registered office is at #271,

MK

Vowels Advanced School of Learning and Research Pvt. Ltd. Bangalore

VASLR
Seal & Signature

MSRCASC
Seal & Signature

Dr. A. NAGARATHNA
Professor & Principal
M.S. Ramaiah College of Arts, Science & Commerce
MSRIT Post, Bangalore - 560 054

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Radha Kunj, 5th Main, Jayanagar 4th Block, Bangalore – 560 011 represented by its Director, Mr. Midhun A Kunj (hereinafter referred as the "**Company**" which term shall, unless repugnant to the context, include its legal representatives, successors-in-interest and permitted assigns)

AND

MS Ramaiah College of Arts Science & Commerce(MSRCASC), Department of Biotechnology and genetics having its registered office at 7th Main Rd, MSRIT, M S R Nagar, Mathikere, Bengaluru, Karnataka 560054, represented by its Principal **Dr. Nagarathna A**(hereinafter referred as the "**MSRCASC**" or "**Consultant**" which term shall, unless repugnant to the context, include its legal representatives, successors-in-interest and permitted assigns)

(The Company and the Consultant are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

A. The Company is engaged in combining knowledge, experience and expertise to further developments in the biotechnology and healthcare industry. (the "**Company's Business**");

B. Among other activities, the Company is also engaged in research, development and education in the field of Lifesciences and Healthcare.

C. The Consultant is engaged in imparting higher education and conducting research projects on technological and product development based on the requirements of various companies and institutions. MSRCASC also offers Incubation facility within the campus with nominal charges based on the capacity of usage of the facilities located in the campus.

D. The parties are also desirous of engaging in mutually beneficial activities to provide learning and development opportunities, including student improvement programs, student internships, etc. through sustainable development.

E. In consideration of the foregoing and of the mutual premises set forth herein, the Parties now wish to enter into this MOU in order to set out the terms of the Consultant's engagement with the Company.

1. **TERM**

1.1 The Company has engaged the Consultant, as an independent contractor, for a period of 5 years, from 21-02-2022 (the "**Effective Date**") to 20-02-2027 (the "**Term**"), subject to termination in accordance with Clause 6 hereunder.

2. **PROJECT ASSIGNMENT**

2.1 The Company shall engage with the Consultant on individual projects under separate assignments. The Company shall issue proposals detailing the purpose/objective, terms, scope, responsibilities, utilization of resources, funding and expenditure details, completion criteria, parameters, etc. in the said confirmation letter ("Project Letter").

2.2 The Consultant shall indicate its acceptance of the Project Letter within five (5) days from the receipt of such letter. The Consultant may also propose modifications/revisions to the Project Letter issued by the Company.

2.3 On the acceptance of the Project Letter, the individual assignment shall set to have been commenced between the parties. The Consultant may designate interested students, faculty members, and other technical staff who satisfy the requirements of the Company under the Project Letter for the purposes of the assignment. However, the Consultant shall remain solely responsible for the fulfilment of all its obligations under this MOU.

2.4 To monitor and review the collaborative program between the parties, a coordination committee shall be constituted comprising of Dr. Chanarayappa, for the Consultant and Dr. Gokul Kesavan for the Company.

2.5 The Consultant's principal or his nominee may also coordinate the research study in areas where they have domain expertise and which have been mutually agreed by both the parties.

3. **SKILL ACQUIRING PROGRAMS**

3.1 The Parties shall provide opportunity to each other for their students and faculty members to attend workshops, training programs and skill development training that may be conducted on the Parties' premises on a mutually agreed basis.

3.2 Upon request and availability, either Party may deliver guest lectures for the other to impart general technical knowledge to the other party's representatives. It is

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agreed between the Parties that the employees of the Company shall have access to the library of the Consultant at no additional cost.

3.3 The Company may also issue certificates to the employees/students of the Consultant and shall credit the Consultant in such certificates as a contributor to the workshops, training programs and skill development trainings.

4. NON-EXCLUSIVITY

4.1 The Company has engaged the Consultant on a non-exclusive basis and the Company agrees that the Services provided by the Consultant are non-exclusive, both the Company and the Consultant may enter into similar agreements with other third parties including companies requiring/providing similar or identical services. The Parties acknowledge and agree that the terms contained herein in this MOU and other ancillary agreements, if any, between the Parties are specific and confidential to the Parties and any disclosure of the terms, including the pricing of the Consultant to any third party without express prior written consent of the other Party shall be a material breach of the terms of this MOU, unless such disclosure is expressly required by law or by a regulator or by the parent entities of the Parties.

5. TERMINATION

5.1 Termination by either Party

(a) The Parties hereby agree that either of them may terminate the engagement contemplated under this MOU by providing the other Party with a prior written notice of Sixty (60) days.

5.2 Termination for Cause

(a) Either Party shall have the right to terminate this MOU immediately for cause in the event that the other party has breached any of the terms of this MOU.

6. COOPERATION FOLLOWING TERMINATION

6.1 The Consultant agrees that, following notice of termination of this MoU, it shall cooperate fully with the Company in all matters relating to the completion of its pending work on behalf of the Company and the orderly transition of such work to such other Consultants as the Company may designate.

6.2 The Consultant further agrees that during and following the termination of its engagement with the Company, it shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which it has any knowledge or that may relate to it or its consultancy relation with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to it related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

7. NON-DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION

7.1 The Consultant acknowledges that during the course of its engagement with the Company, it shall have and / or has had access to information about the Company and / or its affiliates or otherwise in its possession and that its engagement with the Company shall bring it into close contact with many confidential affairs of the Company, its affiliates, customers and users, including without limitation, information regarding the following:

(a) customer data, customer intellectual property, any Company data, in particular, names, addresses of present or prospective customers/users;

(b) business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements, pricing and other commercial terms, terms and conditions of contracts and transactions between the customers/users and the Company, and/ or any information directly or incidentally connected to any intellectual property;

(c) any data, documents, plans, drawings, photographs, reports, statements correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies including papers and documents, computer floppies, compact discs or other media containing the same;

(d) any information relating to the Company and its customers/users' (whether past, present, or future) sensitive personal information, financial data, financial results and projections, costs and prices, details of consultants, agents, vendors, customer, technologies, technical and business strategies, business and marketing plans and reports, marketing and sales techniques, contracts;

(e) any information relating to the Company and its customers' (whether past, present, or future) platforms, servers, internal controls, computer or data processing

programs, algorithms, electronic data processing applications, security procedures, hardware, designs, drawings, machines, tools, models, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, choices of product names, trade secrets or know how;

(f) information not known to the Company's competitors nor intended by the Company for general dissemination; and

(g) any information relating to the prior, current or contemplated products or services offered and information that the Consultant has a reasonable basis to believe that it is not in the public domain or was accepted by the Company and / or its affiliates from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

7.2 The Consultant acknowledges that such Confidential Information is not readily available to the public other than in normal course of business.

7.3 In recognition of the foregoing, during and after the expiry of the Term or termination of this MOU (regardless of the reason for any such termination) and until such time as the Confidential Information is generally published or is available to the general public other than through the Consultant's unauthorized disclosure, the Consultant shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of its engagement with the Company) any Confidential Information and the Consultant shall during the continuance of its engagement with the Company, use its best efforts to prevent the unauthorized publication or misuse of any Confidential Information.

7.4 All documents, records, data or other material, whether or not pertaining to Confidential Information, which are furnished to the Consultant by the Company, its affiliates, customers or vendors, or are produced by the Consultant in connection with the Consultant's engagement with the Company shall remain the property of the Company.

7.5 Upon request by the Company at any time during the Term and upon termination of this MOU, the Consultant shall (a) promptly return to the Company, or (b) at the option of the Company, erase or destroy, all of the Confidential Information, in whatever form available, including any material or medium from which any Confidential Information may be ascertained or derived. In no event shall

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MSRCASC
Seal & Signature

the Consultant store or retain any Confidential Information or copies, compilations or analysis thereof, unless authorized by the Company in writing.

7.6 Without limiting the rights of the Company in respect of a breach of this Clause, the Consultant shall:

(a) promptly notify the Company of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any other person, that may become known to the Consultant;

(b) promptly furnish to the Company full details in his/her possession, of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Company in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information;

(c) cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its Confidential Information and the proprietary rights; and

(d) promptly use his/her best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

7.7 The Consultant hereby represents and warrants that the performance of its obligations under this MOU will not breach any agreement to maintain in confidence, proprietary information acquired by the Consultant prior to or outside the scope of its engagement with the Company. The Consultant covenants that it will not disclose to the Company or its affiliates, or use, or induce the Company or any of its affiliates to use, any proprietary information or trade secrets of any third party, including any previous entity or person that the Consultant was associated with, at any time.

7.8 The Consultant hereby represents that, while in the engagement of the Company, it shall make a full and true disclosure in writing to the Company of any direct or indirect interest or benefit it has derived or is likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company or any transactions which are or are likely to be detrimental to the Company's interest.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All contingent and future intellectual property including, but not limited to, patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created shall be jointly owned by the Consultant and Company. Any application for patents shall be filed jointly by the contributors of the Consultant and Company, unless specified otherwise in the individual Project Letters. It is clarified that the Consultant/its contributors shall have joint ownership only in those projects wherein the Consultant/its contributors are actively involved, and in all other cases/projects, the Company shall be the sole owner of all Intellectual Property.

8.2 The Parties agree that the publication of any technical papers shall be jointly owned by the Consultant and Company. The decision of publication will be based on mutual agreement and at no stage shall any individual party be permitted to publish the results unilaterally or use the findings in any other research projects/studies in any matter whatsoever without the prior written consent of the other party.

8.3 The Consultant acknowledges that ownership of, and all right, title, and interest in, all copyrights, patents, trade secrets, designs, domain names and other intellectual property rights in any product, software, methodologies, systems, processes, inventions, and works, made or conceived or first reduced to practice or created, either alone or jointly with others, during the Term of its engagement with the Company, which relate to the business of the Company, and whether or not such inventions are patentable, copyrightable or otherwise protectable, shall unconditionally and exclusively vest in the Company.

8.4 The Consultant hereby, without further consideration, perpetually transfers, assigns and conveys all right, title and interest in such worldwide intellectual property rights (including, but not limited to, any moral rights) that the Consultant may have or be entitled to under any law or equity whatsoever or under the Company, in relation to such rights being created or developed or acquired during the term of its engagement with the company under this MOU. To the maximum

extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right. At the Company's request, the Consultant shall cooperate with the Company in completing any filings and processes, to perfect the Company's (or it's designates') ownership in intellectual property rights hereunder.

8.5 The Consultant shall, at Company's cost, from time to time, as may be reasonably requested by the Company, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all intellectual property rights in any such results and proceeds of the Consultant's services hereunder, including, without limitation, the execution of appropriate copyright and / or patent applications or assignments.

8.6 To the extent the Consultant has any and all intellectual property rights in the results and proceeds of the Consultant's services hereunder that cannot be assigned in the manner described above, the Consultant unconditionally and irrevocably waives the enforcement of such rights.

8.7 This Clause is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled by operation of law by virtue of the Company having engaged the Consultant.

8.8 The Parties agree and acknowledge that all pre-existing intellectual property or intellectual property created independent of this MOU, owned by each Party and enhancements thereto shall remain vested in that Party with full ownership rights therein. Unless otherwise specifically agreed upon between the Parties in writing, neither Party shall get any rights in the pre-existing intellectual property of the other Party.

8.9 Notwithstanding anything contained in this Clause, the Consultant shall not be restricted in any manner to provide its expertise to any third party which may result in the creation and/or dissemination of similar findings/information as arrived at for the Company and the same shall not constitute a breach of intellectual property/confidential information, as long as it does not directly involve the subject matter of any Project Letter.

8.10 The Parties agree that the Consultant shall be entitled to utilize the information derived from the Services for the purposes of publishing academic

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articles, thesis, or such other non-commercial and/or academic publications with the prior written consent of the Company, and the Company shall not unreasonably withhold such consent. The Consultant shall, in all such academic works, acknowledge the rights of the Company over such information and take necessary steps to protect such information from unlawful disclosure.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONSULTANT

9.1 The Consultant hereby represents and warrants to the Company that the Consultant has the power to enter into and perform its obligations under this MOU, to carry out the transactions contemplated by this MOU and the execution and performance by the Consultant of this MOU does not violate any other document or agreement which is binding on the Consultant.

9.2 The Consultant hereby represents and warrants to the Company that all information and documents provided to the Company prior to and during the Term, is true and correct.

9.3 The Consultant hereby represents, warrants and covenants to the Company that it shall perform its duties under this MOU, at all times in adherence with all rules, guidelines, or regulations applicable to it.

9.4 The Consultant's security, health, safety, and environmental compliance programs will be followed by personnel when engaged in work activities as outlined in this MOU. Workers' injury claims shall be covered by the respective parties.

10. INDEMNIFICATION

10.1 The Consultant hereby agrees to unconditionally indemnify and further, defend and hold harmless the Company and any of its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages or expenses including court costs and reasonable attorneys fees, arising out of or in connection with a breach of its obligations under this MOU, including but not limited to a breach of its Representations and Warranties under this MOU.

11. BINDING AGREEMENT; ASSIGNMENT

11.1 This MOU shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

11.2 The Parties acknowledge and confirm that the obligations of the Consultant hereunder are personal and shall not be assigned by it to any other person. However, the Company shall be entitled to transfer and/or assign any of its rights and obligations hereunder to any third parties without any requirement of the Consultant's consent and the Consultant hereby agrees to and accepts the same.

12. ENTIRE AGREEMENT

12.1 This MOU contains the entire understanding of the Consultant and the Company with respect to the engagement of the Consultant by the Company and supersedes any and all prior understandings, written or oral, between the Consultant and the Company.. In the event of any conflict, unless otherwise provided, the terms of this MOU shall prevail over the terms of any other engagement letter or discussion between the Company and the Consultant.

12.2 The Company may formulate rules and policies from time to time, in connection with any issues the Company may, in its sole discretion, deem fit, including without limitation, its business, services, Consultants, customers, privacy, or security. The Consultant shall be bound by all such applicable rules and policies, in addition to the terms of this MOU.

13. SEVERABILITY

If any provision of this MOU is held by a court of competent jurisdiction or arbitration panel, as applicable, to be unenforceable under applicable law, then such provision shall be excluded from this MOU and the remainder of this MOU shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event this MOU shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction, or arbitration panel, as applicable.

14. INDEPENDENT CONTRACTOR

The relationship between Parties shall be on principal-to-principal basis. Each Party is an independent contractor and is not a legal representative, partner or agent of the other Party. Neither Party shall have any right, power or authority, whether express or implied, to create any obligation on behalf of the other Party or bind the other Party.

15. GOVERNING LAW, DISPUTE RESOLUTION

15.1 This MOU shall be governed by, and construed and enforced in accordance with, the laws of India.

15.2 All disputes arising in relation to or pertaining to or under this MOU or any part thereof shall be resolved by a sole arbitrator mutually agreed among the Parties, in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and amendments thereof. The seat of Arbitration shall be Bangalore and the language shall be English. The order passed by the sole arbitrator shall be final and binding on the Parties.

16. NON - DISPARAGEMENT

The Consultant shall not, directly or indirectly, make any disparaging, denigrating, derogatory or other negative, misleading or false statement, orally or in writing to any person, including, without limitation, competitors of and advisors to the Company, about the Company.

The Consultant acknowledges and agrees that any written or oral contact and/or communication with clients of or advisors to the Company or any regulatory authority on behalf of the Company, shall be made by the Consultant in good faith in accordance with the terms of this clause and in the best interest of the Company.

17. MISCELLANEOUS

17.1 Any notice provided for in this MOU shall be provided in writing and shall be deemed to have been duly given (i) when delivered if sent by hand delivery; or (ii) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service or (iii) upon transmission and electronic confirmation of receipt, if sent *via* facsimile or electronic mail. For the avoidance of doubt, it is clarified that all notices issued to the consultant under this Clause shall be sent to his/her address provided as on the Effective Date.

17.2 No delay or omission by the Company or the Consultant in exercising any right under this MOU shall operate as a waiver of that or any other right. A waiver or consent given by the Company or the Consultant on any one occasion shall be

effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

17.3 This MOU may be modified or amended only by an instrument in writing executed by the Parties and approved in writing by a duly authorized officer of the Company, subject to prior approval of the Company as required.

17.4 The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

17.5 The requirements and covenants of clauses hereunder which by their nature survive termination, shall survive and continue in full force and effect after the termination of this MOU and the termination of the Consultant's engagement with the Company.

IN WITNESS WHEREOF the Parties have signed this MOU on the date and year first above written.

SIGNED by and on behalf of
Vowels Advanced School of Learning And Research Private Limited:

For Vowels Advanced School of Learning and Research Pvt. Ltd.
Director
Midhun A Kunj

SIGNED by and on behalf of
MS Ramaiah College of Art , Science and Commerce

Dr Nagarathna A
Dr. A. NAGARATHNA
Professor & Principal
M.S. Ramaiah College of Arts
Science & Commerce
MSRIT Post, Bangalore - 560 054

Witness		Witness	
1.	Dr Gokul Kesavan Program Director	1.	Dr. Chanarayappa HOD, Dept. of Biotechnology and Genetics