



TAGORE MEDICAL COLLEGE & HOSPITAL

Rathinamangalam, Melakottaiyur Post, Chennai - 600127.
Phone: 044 30101111, Fax: 044-222 5555, Email: tagoremch@gmail.com



Affiliated to the Tamil Nadu Dr.MGR Medical University & Recognized by the Ministry of Health & Family welfare Govt. of India New Delhi

List of partnering Institutions/ Industries /research labs with contact details

S.NO	PARTERING/ COLLABORATING INSTITUTION	PERIOD OF MOU	DETAILS
1	AIMST University ,Malasiya	26th July 2023 To 23rd July 2028	Batu 3 1/2, Jalan, Bukit Air Nasi, 08100 Bedong, Kedah, Malaysia Phone: +60 4-429 8000 geevaneswary@aimst.edu.my.
2	Xerion Labs Healthcare solutions pvt limited, Chennai	31st July 2023 TO 31st July 2026	Block44, Door No.2d, Iind Floor, Chennai Pattinam, Tirporur To Guduvancherry Road , Ammapettai, Tamil Nadu, India - 603108. xerionlabsmd@gmail.com
3	Ethos Clinical Research, Chennai	5th January 2022 To 5th January 2025	No. F8. Rohini Garden, MRC Nagar, R.A,Puram. Chennai – 600028, Tamil Nadu , India Mob.No - +91 9884133521 support@ethosclinicalresearch.com
4	SMO Connect Clinical Research Services, Chennai	13th June 2023 To 13th June 2028	D& N Space, Cusat .P.O, Cochin – 682022, Kerala. Email : info@smoconnect.com . hrd@smoconnect.com
5	B.S.Abdur Rahman Crescent Institute of Science and Technology, Seethkathi Estate, Chennai	6th July 2023 To 6th July 2026	B.S.Abdur Rahman Crescent Institute of Science & Technology Seethakathi Estate GST Road,


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			Vandalur Chennai – 600 048. India Ph : +91-44-22759211,
6	Tagore Dental College and Tagore Engineering College	13th June 2023 To 13th June 2026	Tagore Dental College Tagore Engineering College Rathinamangalm, Mellakottaiyur, Chennai 600 127
7	Asthagiri Herbal foundation ,Chennai	24th August 2023 To 24th August 2027	162-a, Ii Floor, Perungudi Industrial Estate, Perungudi, Chennai- 600 096 044- 2496 7645 , 2496 7646 asthagiri.herbal@gmail.com
8	Padmaseetha Technologies Pvt.Ltd.	29th May 2024 To 29th May 2027	Padmaseetha Technologies Is New Door No 238,Old No 187, Flat No 2i, 2nd Floor, Royapettah High Road, Mylapore , Chennai, Tamil Nadu, India - 600004. Gowripran@Gmail.Com
9	Anubis Clinical Research Pvt. Ltd.	28th March 2024 To 28th March 2027	Anubis Clinical Research No 8, 3rd Main Road, 4th Block KKD Nagar, Kodungaiyur , Chennai, Tamil Nadu, India - 600118

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தமிழ்நாடு தமில்நாடு TAMIL NADU

For Tagore Medical College & Hospital

25 JUL 2023

23AC 613955

K. SARAVANAN (SV)
No.14, 2nd Cross Street, K.R. Puram,
Kizpadappai-601301.
L.No.6750/B2/CH(S)/2021. Dt.25.02.2022
Cell: 8122811382.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TAGORE MEDICAL COLLEGE & HOSPITAL, CHENNAI
AND
ASTHAGIRI HERBAL RESEARCH FOUNDATION**

THIS MEMORANDUM OF UNDERSTANDING entered in to on
August 2023 at Chennai, Tamil Nadu, India.

Between

TAGORE MEDICAL COLLEGE AND HOSPITAL having their registered office at Rathinamangalam, Melakottaiyur, Chennai, Tamil Nadu 600127, India affiliated to The Tamil Nadu Dr. MGR Medical University, Chennai and recognized by National Medical Commission, New Delhi (hereafter referred as "TMCH" for brevity of the purpose of this MOU)

AND

ASTHAGIRI HERBAL RESEARCH FOUNDATION, established as a Technology Incubation Centre, and having their registered office at 14/1, II Main Road, Jaya Nagar, Tambaram Sanatorium, Chennai -600047 (herein after referred to as "AHRF") and its Lab located at 162A, II floor, Perungudi Industrial Estate, Perungudi, Chennai- 600096, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors & assigns) represented by Director of the **OTHER PART**.

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Both the parties individually referred to "party" and collectively as "parties"

2. PREAMBLE

2.1 WHEREAS ASTHAGIRI HERBAL RESEARCH FOUNDATION has, after being set up for the Research and Development of Crop protection using pheromones & botanical and Drug development based on herbal products. Research and Development is diversified into interdisciplinary areas involving chemistry, natural products, biotechnology, entomology, microbiology and analytical.

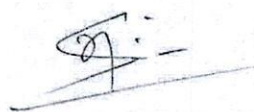
2.2 And whereas AHRF is engaged in training in the area of Herbal drug Extraction/separation, isolation of active molecules, Chromatography analytical methods and Pheromone application and Training in Instrumentation of HPLC, HPTLC & FTIR etc.

2.3 AHRF have established collaborations with Indian and Foreign Institutions for conducting research. A few of them are: Vel's University (Department of Biotechnology); Nag Research Institute, Fremont, USA.

2.4 AHRF have generated a number of projects funded by DST, DBT, AYUSH, CSIR from Govt. of India and a few private sponsors.

2.5 WHEREAS **Tagore Medical College and Hospital**, was established under the National Medical Commission and affiliated to the Tamil Nadu Dr. MGR Medical University with the aim of imparting higher knowledge in Medical and allied health sciences to the aspiring boys and girls so that they can emerge as competent medical practitioner and clinicians. The Institute is committed to provide quality education to transform the students into efficient and successful careerists, clinicians and academicians. Students who have graduated from Tagore Medical College and Hospital are already serving in responsible positions, in India and abroad in institutions and private practice.


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2.6 Tagore Medical College and Hospital has established an incubation centre approved by MSME, Government of India and motivating faculties and students to transform into entrepreneurs.

2.7 WHEREAS as a result of the interactions between **TMCH** and **AHRF** at various levels and occasions, both the parties have agreed to come together to jointly work in certain areas of mutual interests on the following terms and conditions.

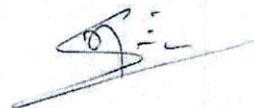
3. SCOPE OF MOU

This MOU broadly define the mode and methodology of operations and spells out the rights and responsibilities of the Parties hereto.

Having good expertise in the field Herbal drug Extraction/separation and isolation of active molecules and Chromatography analytical methods and also engaged in Training in Pheromone application, herbal product development, Instrumentation of HPLC, HPTLC & FTIR etc., both the organization to collaborate and work, complementing each other's strength. With these realizations, Tagore Medical College and Hospital and AHRF agree to explore the areas to work jointly for the following goals:

- 3.1 AHRF has been collaborating with various prestigious institutions to improvise herbal formulations under different climatic conditions.
- 3.2 AHRF had developed products like crop protection formulations, health care products and novel leads.
- 3.3 To jointly take up funding projects with funding agencies like DST, DBT, DRDO and CSIR etc. on Herbal and Marine drug development for treatment of Medical diseases in addition to oral cancer management. Development of standards marker compounds unique to commonly used herbs in mono-herbal


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and polyherbal formulations etc. In such case a detailed joint project report will be made with technical and financial intricacies.

- 3.4 To jointly take up any such other projects and programs of value to the Industry, Academia, Government and the general public as may be deemed fit from time to time.

4. JOINT RESPONSIBILITIES

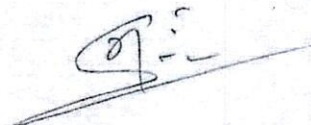
- 4.1 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time.
- 4.2 The Managing Director from AHRF, and Dr. J. Muthukumaran, Dean, Tagore Medical College and Hospital, will serve as the nodal contacts from both the sides.
- 4.3 Draw the attention of the top management in case of any interface or operational problems.

5. FINANCIAL ASPECTS

- 5.1 AHRF will charge for the consumables spent at AHRF lab during the UG & PG Student's training for R & D on cost-to-cost basis and vice versa. With regard to funded projects, the cost of consumables and experimentation will be utilized from the fund and this would be detailed in the budgeting section in the research proposal.
- 5.2 With regard to funded projects, the fund would be directed into the accounts of the investigator's institution namely TMCH and AHRF as per the rules and regulations of fund disbursement of the investigating agency.
- 5.3 All payments will be made through demand draft/online transaction.



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6. COMMUNICATION

All communication or notice or intimation shall be addresses to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.

7. CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Any software/ hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.
- 7.2 The material shall be treated as confidential for a minimum period of five years after this MOU comes to an end or as agreed from time to time.
- 7.3 Parties agree that the obligations of confidentiality contained herein shall not attach to information that:
- a) the receiving Party at the time of disclosure to it as evidenced by written records; or
 - b) the receiving Party at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the receiving Party; or
 - c) the receiving Party lawfully obtained by the receiving party from a third party who is not under any confidentiality obligation to the disclosing Party; or
 - d) the receiving party developed the product independently; or
 - e) the governmental law or regulation required to be disclosed by court rule, provided that the receiving Party gives the disclosing Party prompt notice of any such requirement and cooperates with the disclosing Party in attempting to limit such disclosure.



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8. FORCE MAJEURE

- 8.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to acts of God, war, floods, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, 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 then mutually decide about the future course of action.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Intellectual Property Rights in respect of the intellectual efforts- based on projects will be decided on case-to-case basis in writing and signed by the parties.

10. EFFECTIVE DATE AND DURATION

- 10.1 This MOU shall be effective from the date of signing and will be valid for a period of 3 years). The MOU shall automatically stand terminated if no specific MOU /Agreement is entered into between the parties during the validity period of five years.
- 10.2 Either party can terminate the MOU by giving 30 days prior notice in writing and sent through RPAD
- 10.3 Any amendments/ modifications/ additions/ deletions to this MOU shall be in writing and duly signed by both parties as mutually both parties accept.

11. ARBITRATION

- 11.1 In case any dispute arises between the Parties with respect to the MOU, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred the sole arbitrator appointed by AHRF. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or


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modification made thereto. The venue of the arbitration shall be Chennai. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English.

The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Chennai only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

12. ASSIGNMENT AND TRANSFER:

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

13. NON WAIVER:

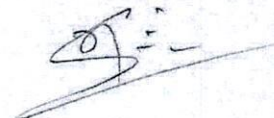
The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

14. SEVERABILITY:

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.



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15. LIMITATION OF LIABILITY:

In no event AHRF shall be liable to the other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages

16. INDEMNIFICATION:

Tagore Medical College and Hospital, agrees to indemnify and keep indemnified AHRF, its representatives, agents, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of **Tagore Medical College and Hospital**, or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by **Tagore Medical College & Hospital**, of any applicable law, or regulation or order.

17. NO PARTNERSHIP:

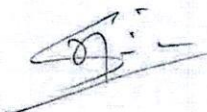
Nothing in this MOU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

18. ENTIRE MOU:

This MOU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MOU.



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தமிழ்நாடு தமில்நாடு TAMIL NADU

23 FEB 2023

B.S. Abdul Rahman Crescent
Institute of Science & Technology, ch-48

20AC 055654

Marun Kumar
MARUN KUMAR
LIC.No.1347/D2/CH(S)/2021-16
25, PARI STREET, KAMARAJAPURAM
NANDHIVARAM, GUDUVANCHERY-603202
Cell:9884428560 Ph:044-27461181

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter "MOU") Agreement is executed at Chennai, on this 06th July 2023;

BETWEEN

Tagore Medical College & Hospital and Tagore Dental College and Hospital having their registered office at Rathinamangalam, Melakottaiyur, Chennai, Tamil Nadu 600127, India (hereafter referred as "TMCH" for brevity of the purpose of this MOU) is the "**FIRST PARTY**" which expression shall mean and include their legal representatives, permitted assigns, administrators, successor interest;

AND

B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY, No.120, SEETHAKATHI ESTATE, GRAND SOUTHERN TRUNK RD, VANDALUR, TAMIL NADU 600048 (hereafter referred as "BSACIST" for brevity of the purpose of this MOU) is the "**SECOND PARTY**" which expression shall mean and include their legal representatives, permitted assigns, administrators, successor interest.

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WHEREAS

- A. Tagore Education Trust started Tagore Medical College and Hospital in the year 2010 – 2011 with the annual intake of 150 MBBS students and has been recognised by the Ministry of Health and Family Welfare, Government of India, New Delhi vide Notification No U12012/224/2015/ME PII Dated: 17-04-2015, recognized by National Medical Commission No. NMC-34(41)(COR)/T.N./2021-22/048052 dated 20th October 2022 and is affiliated to the Tamilnadu Dr. MGR Medical University.
- B. B.S. Abdur Rahman Crescent Institute of science & Technology, Vandalur, Chennai 600 048, a deemed to be university established under Section 3 of the UGC Act 1956, having its location at Seethakathi Estate, GST Road, Vandalur, Chennai 600 048, involved in providing quality education, research and extension activities for over 35 years.
- C. The institution TMCH and the University BSACIST are interested in collaborating together in the areas briefly described in this memorandum.
- D. This memorandum sets out the initial relationship between TMCH and BSACIST.
- E. This memorandum is not indented to be legally binding but is intended to document their respective rights, roles and responsibilities of each of the parties except the obligations given under the clause on Confidentiality.

1. SCOPE OF THIS MEMORANDUM

This memorandum establishes policies, procedures and scope for potential collaborative opportunities to enhance exchange of knowledge, expertise and information between the Tagore Medical College and Hospital, Chennai and BSACIST in areas pertaining to Biotechnology, Bioinformatics, Molecular Biology, Microbiology, Entrepreneurship and Internship Programmes. Through this MoU, both the parties agree to cooperate in the following areas:

- a. Joint research.
- b. Exchange of faculties of Crescent Institute of Science & Technology and Tagore Medical College and Hospital, Rathinamangalam, Chennai, for research, teaching and collaboration.
- c. Exchange of students of Crescent Institute of Science & Technology and Tagore Medical College and Hospital, Rathinamangalam, Chennai for study and research.
- d. Exchange of information including, but not limited to exchange of library materials and research publications which is of mutual interest to both parties.


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- e. Access to various research facilities of the institution and institute by the collaborating faculty, technical persons and students.

2. GENERAL OBLIGATIONS

The parties hereby agree and acknowledge that;

- a. The terms of this memorandum are not exhaustive.
- b. That a separate written contract in relation to each area of collaborative work ("specific project contract") is to be entered between parties covering the project details viz; title; scope; roles and responsibilities; IPR relationship; investments involved; ownerships; sharing of revenues; etc.
- c. Nothing in this memorandum will be construed as creating any legal rights between the parties beyond the intention of mutual cooperation agreed herein.

3. DURATION

This memorandum becomes effective from its day of execution and is valid for three years and the parties agree to review and extend this memorandum by mutual consent of the parties it at the end of third year.

4. CHANGES TO THIS MEMORANDUM

- a. This memorandum may be amended during the period of this memorandum by mutual agreement between parties.
- b. Any such changes to this memorandum shall be made in writing in the form "amendment to memorandum" signed by both parties.

5. TERMINATION

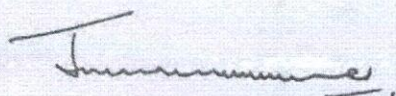
The parties may terminate this memorandum by mutual agreement.

Either party may terminate this memorandum forthwith by serving a written notice six months in advance to the on the other party at their registered address.


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IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS MEMORANDUM ON THE DAY
MONTH AND YEAR FIRST ABOVE MENTIONED.

For FIRST PARTY



Dr. J. Muthukumaran

Dean, Tagore Medical College and Hospital
Chennai

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Witnesses:




Dr. I. Kannan

Associate Professor of Microbiology
Tagore medical college & hospital
Chennai

Officer - In - Charge
Central Research Laboratory
TAGORE MEDICAL COLLEGE AND HOSPITAL
Rathinamangalam, Chennai-600 127.

For SECOND PARTY



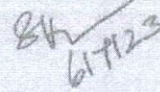
Dr. N. Raja Hussain

Registrar,

B.S. Abdur Rahman Crescent Institute of Science
& Technology, Chennai-48

REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

Witnesses:



Dr. S. Hemalatha

Professor and Dean

School of Life Sciences

B.S. Abdur Rahman Crescent Institute of
Science & Technology, Chennai-48

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School of Life Sciences
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
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தமிழ்நாடு தமில்நாடு TAMILNADU

04/01/2022 Ethos Clinical Research
Chennai-600028

CLINICAL TRIAL AGREEMENT

CK 714302
V.N. SACHIDANANDAI
STAMP VENDOR
AVADI, CHENNAI-54.
LICENCE NO.1481/E/94

This Contract for Provision of Site Management Solutions & Services ("Contract")

Is made on this 5th January 2022 ("Effective Date")

By and Between

Tagore Medical College & Hospital having its registered office at Rathinamangalam, Melakottaiyur, Chennai, Tamil Nadu 600127, India (here-in-after referred to as the "Study site") of First part

And

Ethos Clinical Research, registered under Tamil Nadu Registration No: Book 4. 122/2020 having its registered office at No. F8. Rohini Garden, MRC Nagar, R.A, Puram. Chennai – 600028, Tamil Nadu, India, (Here in after to referred as "SMO") of the second part.

ETHOS CLINICAL RESEARCH and Study site are herein after collectively referred to as the "Parties" or singularly as the "Party" as the context requires



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has

CHAIRPERSON & MANAGING TRUSTEE
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Ethos Clinical Research and **Tagore Medical College & Hospital, Chennai** intend to conclude a contract to facilitate the clinical trial study at teaching Hospital **Tagore Medical College & Hospital, Chennai, India.**

ETHOS CLINICAL RESEARCH is a Site Management Organization (SMO) that provides clinical trial related services to a Clinical trial site on Multi centres. We have entered the stream of Clinical Research on the year 2000 and slowly we have started the Site Management organisation (SMO) and providing services to various hospitals. Ethos Clinical Research has high moral values towards the Commitment of work and to achieve excellence in Documentation and Maintenance and also ensure to Maintain & Concentrate on Safety & Efficacy of all Research Participants.

ETHOS CLINICAL RESEARCH is desirous of working with Investigator & Study site for the purpose of conducting ICH-GCP compliant Phase I-IV Clinical Trials for new drugs & treatments.

ETHOS CLINICAL RESEARCH & Study site have considered & reached an understanding on the following:

1. Study site agrees to enter into a confidentiality agreement with Sponsor and SMO.
2. The basic infrastructure for conducting clinical trials will be provided by the Study site i.e. room.
3. The Ethos Clinical Research is responsible to deliver/sanction the Clinical Trials to Tagore Medical College & Hospitals per the below mentioned terms & conditions.
4. SMO will appoint a trained **Clinical Research Coordinator** (herein after referred as CRC) at the start of the trial at study site & would be responsible for all trial related statutory documentation and permissions.
5. SMO will appoint a **Project Manager** (here in after referred as PM) who will be responsible to coordinate and over-see the progress and management of CRC activities and trial, regular visit to study site to ensure data- quality and resolve screening/recruitment/ general issues, if any, follow-up on post- monitoring action elements and study specific training needs and provide regular back-up to study site and Sponsor on trial progress.



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6. SMO will appoint a **Quality Manager** (herein after referred as QM) who will be responsible to check and ensure adherence to the protocol, record keeping and record retention as per the Protocol and applicable regulatory requirements.
7. **Project Management team, Quality Management team (at central office) and Study Co-ordinator** will be appointed by SMO. SMO personnel, PM and CRC will assist study site and sponsor in all trial related activities. The salaries of the Project Manager, Quality Manager & Clinical Research Coordinator will be paid by SMO. All statutory requirement related to the employment of the staff appointed by the SMO shall be fulfilled by the SMO.
8. SMO will bear all the administrative cost related to the various activities undertaken by PM, CRC or any other staff placed by SMO, which includes telecommunication, travel cost to meet various clients across India and abroad, training cost at various centres across India and abroad.
9. SMO, study site and Sponsor will enter into a clinical trial agreement before/ at the time of placement of above study at the study site, where by the total fee will be shared between the study site & SMO shall be due and payable on the basis of funds received from the CRO/Sponsor on actual work done i.e. number of patients randomized or visits completed. All payment shall be routed through SMO to study site. Getting payment from sponsor and giving to study site shall be the responsibility of SMO.
10. The variable details of study budget in INR is as follows & Bifurcation of all the charges has mentioned below:

Invoice for the Study will be raised by **SMO** through the **INSTITUTION**.

Lab Charges and Investigations will be paid from the **SMO** to the **INSTITUTION** as per actuals on bill payment.

Travel reimbursement to the patients will be directly paid by the study Team with proper Voucher and a copy of it will be given to the **INSTITUTION**.

And the **SMO** will distribute the Amount on the following basis as per Annexure:



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RATHINAMANGALAM, MELAKOTTAIYUR POST,
CHENNAI-600 127.

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Chennai-600 127.

Annexure

S.No	Particulars for each clinical trials	Amount	Comment(paid 55% from the total study budget)
1.	Institution Over Head	20%	Will be paid through SMO
2.	Principal Investigator	25%	Will be paid through SMO
3.	Co- Investigator	10%	Will be paid through SMO
Overall Institution Will be paid 55% Of the total study budget			
4.	Clinical Research Coordinator (SMO)	10%	Will be appointed and paid through SMO
5.	Social Worker /Phlebotomist	5%	Will be appointed & paid through SMO
6.	SMO working Fees	30%	Will be paid directly from sponsor
7.	Lab Charges & Investigations	As per Actuals	Will be paid from SMO to INSTITUTION
8.	In Patient Charges / Hospitalization	As per Actuals	Will be paid from SMO to INSTITUTION
9.	Subject Travel Reimbursements	As per Protocol	Will be paid from SMO
10.	EC Charges	As per SOP	Will be paid directly from Sponsor to EC.

NOTE: If sponsor / CRO wish to do the payment directly on Institution Account, then Institution will pay the SMO as per the schedule listed above.

11. SAE (Serious Adverse Event) shall be paid by sponsor routed through SMO or direct to study site. Tagore Medical College & Hospital will not be in any way answerable, liable and responsible for SAE.
12. SMO shall be conducting/ managing Clinical Research activities for Clinical trial protocols as sanctioned at the study site during the tenure of the studies. Study site under any circumstances shall not terminate this agreement during an ongoing study.
13. Patient reimbursement shall be always paid in front of Principal/Co-Investigator against written voucher.



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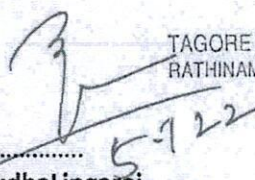
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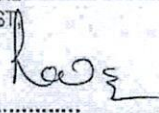
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14. SMO shall not interfere in IEC procedures. If IEC will need any assistance from SMO then only SMO will assist to IEC.
15. This agreement will be effective for minimum 3 years and in case study site wants to terminate this agreement after 3 years, it may do so by providing at least 6 months prior written notice to the other Party. Other SMO can be permitted during this term of agreement.
16. All dispute between study site and SMO shall be governed and construed in accordance with the laws of India and if any dispute occurs in between the parties the same shall be subject to the jurisdiction of Chennai Courts only.

We hereby agree to the condition in this agreement:

Signature on behalf of the Study Site – “Tagore Medical College & Hospital”:


DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
CHENNAI-600 127.
5-9-22
Dr. Kumudha Lingaraj
Dean
Tagore Medical College & Hospital
Rathinamangalam, Melakottaiyur, Chennai,
Tamil Nadu 600127


CHAIRPERSON & MANAGING TRUSTEE
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
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Prof. Dr. M. Mala
Chairperson, Managing Trustee
Tagore Educational Trust
Rathinamangalam, Melakottaiyur, Chennai,
Tamil Nadu 600127

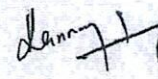
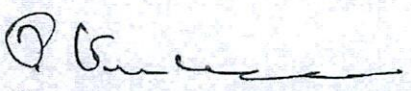
Signature on behalf of the ETHOS CLINICAL RESEARCH:


S. Kumar
Head- Clinical Operations
Ethos Clinical Research,
No. F8, Rohini Garden, MRC Nagar,
R. A, Puram. Chennai – 600028, Tamil Nadu, India




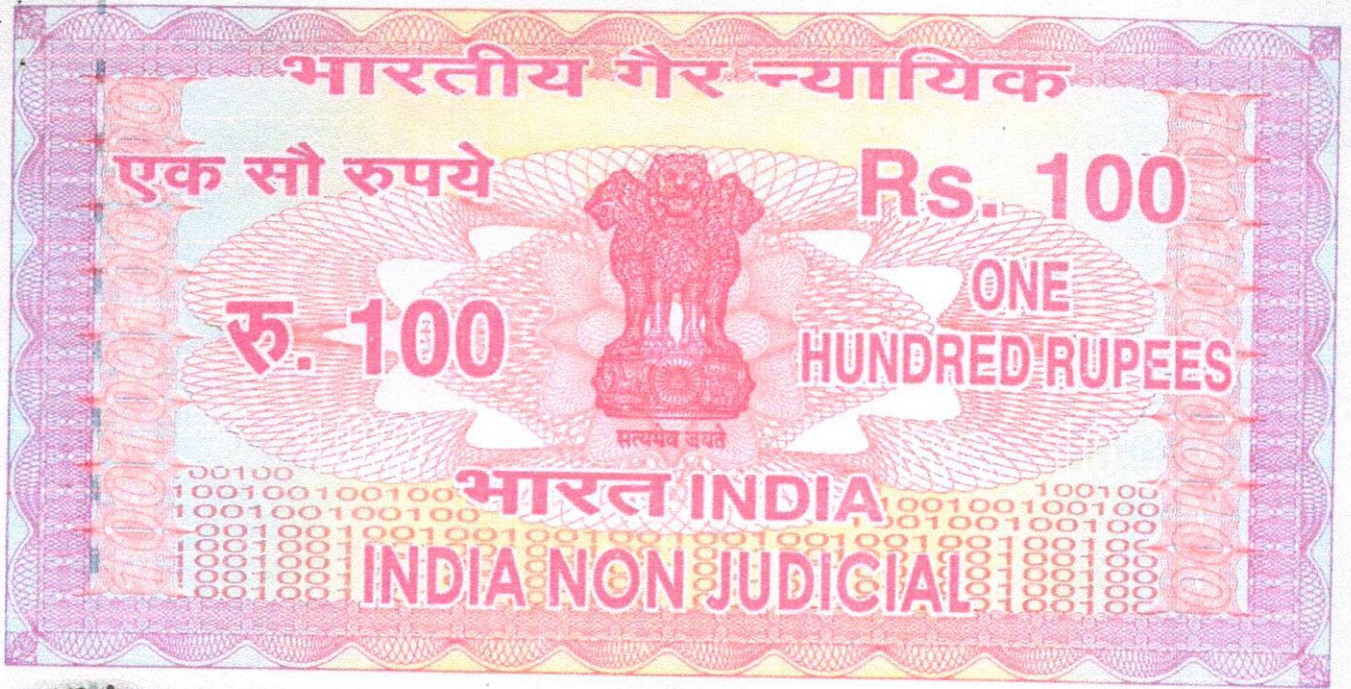
S. Kumar
Head Clinical Operations
Ethos Clinical Research
No.F8, Rohini Garden, MRC Nagar,
R.A. Puram, Chennai - 600 028.

Witness:

1.  (Dr. I. Kannan)
2. 
(C.P. VENKATAKRISHNAN)

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தமிழ்நாடு தமிழ்நாடு TAMILNADU

06 APR 2023

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TAGORE MEDICAL COLLEGE AND HOSPITAL
Chennai

K. VIJAYAPATHY (S.V.)
187, MUTHURANGAM ROAD,
W. TAMBARAM, CHENNAI - 45.
No. 16559 / C / 89 DT. 4.12.8
Cell: 99405 80802

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into 13/06/2023 (Effective date)

Tagore Medical College and Hospital having its office at Rathinamangalam, Melakottaiyur, Chennai, Tamil Nadu, India (hereafter referred to as "Study site") of FIRST PART

.And

M/sSMOCONNECT Clinical Research Services Pvt Ltd, having their office at: 34, Sreelakshmi Nagar, Mannuthy. P.O, Thrissur — 680651, Kerala (Hereafter referred to as "SMOCONNECT"), of the OTHER PART.

The Study site and SMOCONNECT are collectively referred to as "Parties" and individuals as "Party" as the context requires.

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WHEREAS

- a) The study site is involved in providing health care services,
- b) SMOCONNECT is a company engaged in the life sciences and health care industry and conducts clinical trials,
- c) SMOCONNECT and study site have, pursuant to the discussions, agreed to execute this Memorandum of Understanding (MoU) for conducting clinical trials, and
- d) In view of the above, the parties have entered into this MoU on the terms and conditions mentioned herein below:

1. DEFINITIONS

In this agreement, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned hereto

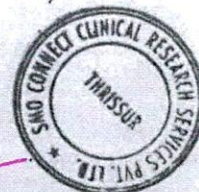
- a. MoU "shall mean this Memorandum of Understanding.
- b. Effective date "shall mean the date on which the parties execute this MoU
- c. Material breach" shall mean any breach of any of the provisions of this MoU by the study site/ SMOCONNECT, which breach substantially and materially affects the parties' rights or alters the purposes of this MoU.
- d. Clinical Tests "shall mean but not be limited to testing/ trial of a drug, device or a vaccine on human volunteers.
- e. Investigator" shall mean a doctor appointed by or associated with the study site.
- f. Clinical Research site" includes various departments, theaters, rooms, wards, clinics and laboratories of the Hospital
- g. Sponsor" An individual, company, institution, or organization which takes responsibility for the initiation, management, and/or financing of a clinical trial
- h. Contract Research Organization "(CRO) A person or an organization (commercial, academic, or other) contracted by the sponsor to perform one or more of a sponsor "trial-related duties and functions
- i. Site Management Organization "(SMO) means an organization which manage and execute a clinical study protocol at a particular site

2. INTERPRETATIONS

Except where context requires otherwise, this agreement shall be interpreted as


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follows:

- a. In this Agreement headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires.
- b. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings
- c. Words importing the singular shall include plural and vice versa.
- d. Words denoting individuals shall include corporations and vice versa.
- e. Words denoting any gender shall include all genders ; and
- f. Reference to any law or regulations having the force of law include reference to that law or regulations as the same has been amended, extended or re-enacted from time to time.

3. BUSINESS

SMOCONNECT hereby appoints the study site as the clinical research site and the study site accepts to work with SMOCONNECT . The roles, rights, liabilities and responsibilities of each of the parties are as set out in Clause 5 here under. The parties agree that separate definite agreements pertaining to each of the clinical trials to be undertaken shall be executed by the parties if necessary.

4. REMUNERATION

In consideration for the services being provided by the Hospital under this MoU and / or under the definite agreements, SMOCONNECT shall pay an amount equivalent to 60% of the budget allotted by the Sponsor/CRO to the study site. The following will be the allocation of 60%: Institution, Over Head – 25%, Principal Investigator – 25% and Co-Investigator – 10%. The payment of remuneration shall be after deduction of all taxes under applicable laws. The actual expenses incurred during the study conduct will be deducted before dividing the actual income between parties for the individual study.

Mutually Agreed specific clinical trial agreements will be made for SMO Connect Projects with the Investigator and Institution.

5. DURATION

This MoU shall be valid with effect from the effective date and shall continue to be in force for a period of five years or the period/completion of any Project/Test in any definite agreements executed by the parties which ever shall happen later.


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6. ROLES AND RESPONSIBILITIES OF THE PARTIES

The roles and responsibilities of the parties are as mentioned below. The parties agree that they shall abide by the roles and responsibilities described and defined hereafter, subject to any modification by mutual agreement.

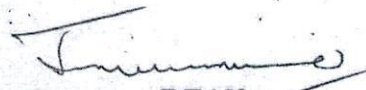
i. SMOCONNECT


- a. Updating of the SOPs for the Hospital/ Investigator for Clinical Research if needed.
- b. Bidding the new studies.
- c. Negotiating Budgets.
- d. Pre-assessment of the Investigator and Clinical Research site.
- e. Regular/ periodic Assessment of the Investigator and Clinical Research site.
- f. Assessment of feasibility of Clinical Research site.
- g. Clinical Research site gap analysis.
- h. Train investigator and site personnel on GCP and project specific requirements.
- i. Oversee arrangement for appropriate site inspections.
- j. Oversee maintenance of Site Master Files and Trial Master Files.
- k. Assist in trial supplies management.
- l. Oversee the overall management of clinical trial activities.
- m. Assist in ADR management including regulatory and ethics committee reporting.
- n. Assist in Clinical Research site related data management.
- o. Re-train Clinical Research site (Hospital) and staff as and when necessary.

ii. STUDY SITE

- a. To provide unhindered access for SMOCONNECT to the infrastructure and facilities required for trial activities on demand in writing.
- b. To allow the consultants of SMOCONNECT to spend the required amount of time as decided by SMOCONNECT with prior permission from the hospital.
- c. To substitute the PI of a project/ Clinical test with another doctor of similar qualifications and experience in case the PI is leaving the study site or is not available to continue for the work.
- d. Not to permit unauthorized personnel to interfere in the trial activities.
- e. To ensure the service of specific paramedical personnel to trial related activities, in case of a requirement for a study. Eg: phlebotomist, Lab Technician, ECG Technician etc.
- f. To provide adequate working space for trial related activities.

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- g. To assure "SMOCONNECT" of adequate and timely interdepartmental collaboration if required.
- h. To abide by the wasted is posal norms of regulatory authorities.
- i. To provide access to all communication facilities, as required for the trial activities with prior notice to the hospital.
- j. To respond to any trial related medical emergency on a preferred basis maintaining the confidentiality of the hospital.
- k. To arrange for adequate care of trial participants in the event of adverse reaction as per the applicable regulatory guidelines of the country and clinical trial protocol requirements.
- l. To evaluate the projects with the help Institutional Ethics Committee.
- m. To cooperate and support for preparation, during audits and inspections.
- n. To provide access to all source documents of trial participants to SMOCONNECT personnel and regulatory authorities, when ever required.

7. RESTRICTION

The Tagore Medical College and Hospital should consider the clients and their projects(future projects also)brought from SMO Connect exclusively as SMO Connect projects.

8. INTELLECTUALPROPERTYRIGHT

- a) The parties hereby agree and acknowledge that any and all of the copyrights, trademarks, trade names and other intellectual property rights subsisting in orusedin connection with the material for the purpose of this agreement, shall remain the sole property of SPONSOR or SMOCONNECT, which ever is applicable. Study site shall not during or at any time after the expiry of this agreement use or caused to use the same for any purpose andinany manner what so ever, with out the prior written consent of SMOCONNECT.
- b) Further parties also hereby agree that the database containing the resultsoftheclinicaltrialsshallremainthesolepropertyofSMOCONNECT

9. TERMINATION

Either party may terminate this MoU by giving one month written notice to the other party, but the same shall not affect the completion of the continuing project/ clinical test unless otherwise then mutually agreed by the parties. THETERMINATION SHALL BE FOR A VALID REASON. The other party shall been titled to claim damages for invalid termination.


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10. CONFIDENTIALITY

At all time during the term of this MoU and thereafter each party shall hold in strictest confidence and shall not disclose, use, lecture upon or publish any of the other party's proprietary information (as defined as part of this paragraph), except as such disclosure, use or publication may be required in connection with such party's performance of its obligations under this MoU. The term "proprietary information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of the party.

11. INDEMNIFICATION:

Indemnity will follow as per the individual study agreements and will be discussed during the finalization of clinical trial agreement

12. MISCELLANEOUS

a) PARTIES IN INTEREST AND ASSIGNMENT

All provisions of this MoU shall bind and ensure to the benefit of the parties to this MoU and their respective success or and assigns, whether so expressed or not. Study site shall not sell, assign, transfer or other wise convey any of its rights or delegate any of its duties under this MoU to any other person or entity without the prior written consent of SMOCONNECT.

b) RELATIONSHIP OF PARTIES:

This MoU will not be construed to constitute either party as an agent, partner or joint venture of the other: to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other; or to authorize or empower either party to bind the other in any manner or make any representation, warranty, agreement or commitment on behalf of the other party.

c) ENTIRE MoU, AMMENDMENT AND WAIVER


This MoU sets forth the entire agreement of the parties with respect to the subject matter of this MoU, supersedes all existing agreements between them concerning that subject matter, and shall be modified or amended only by a written instrument signed by each party.

d) GOVERNING LAW:

This MoU shall be governed by and construed in accordance with the laws of India

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and subject to the jurisdiction of the courts in Cochin.

e) SEVERABILITY:

The invalidity, illegality or unenforceability of any provision of this MoU shall not affect the validity, legality or enforceability of there maining provisions. If any provision of this MoU is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

f) NOTICES:

All notices, requests, consents and other communications under this MoU shall be in writing and shall be (1) mailed by registered post, or (2) sent by recognized courier or similar overnight delivery or courier services, or (3) delivered (in person, or by email, facsimile transmission, telex or similar telecommunications equipment) against receipt to the adders already mentioned above.

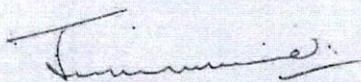
g) COUNTER PARTS:

This MoU may be signed in any number of counter parts, each of which deemed to bean original, but all of which together shall constitute one and the same MoU.

h) ARBITRATION:

All disputes and questions whatsoever which may arise between the parties here to or the construction or application of any clause or thing herein contained or as to any valuation or liabilities made hereunder or as to any act, deed, matter or thing or omission of any act relating to these present rights and duties of the parties under these presents shall be referred to a Single arbitrator in case the parties agree upon one ,otherwise to three arbitrators, each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator and such arbitration shall be held in accordance with and subject to the Arbitration & Conciliation Act. 1996 or any statutory modification or re-enactment there off or the time being in force with the venue for such arbitration shall beat **Chennai**.

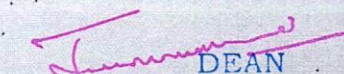
IN WITNESS WHEREOF, the parties have subscribed this MOU to be executed by their duly authorized representatives on the date(s) shown below.



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7:



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RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

Accepted and Signed by Study site and SMOCONNECT

[Signature]
SIVINIL T'S
13/06/2023

On behalf of Tagore Medical College and Hospital

[Signature]

Dr. J. Muthukumaran
Dean
Tagore Medical College and Hospital
Rathinamangalam, Chennai
Tamil Nadu - 600127

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RATHINAMANGALAM, MELAKOTTAIYUR POST,
CHENNAI-600 127.

On behalf of SMOCONNECT

[Signature]

Prof. Dr. M. Mala
Chairperson, Managing Trustee
Tagore Educational Trust
Rathinamangalam, Chennai
Tamil Nadu 600127

CHAIRPERSON & MANAGING TRUSTEE
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
CHENNAI-600 127.

Witness:

1. Name : Vinod Kumar
Signature : *[Signature]*
Date : 13/6/2023

2. Name : Dr. I. Kannan
Signature : *[Signature]*
Date : 13/6/2023




[Signature]
DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.



తెలంగాణ తెలంగాణ TELANGANA

Tran Id: 240624111607327322
Date: 24 JUN 2024, 11:19 AM
Purchased By:
G VEDA PRATEEK
S/o G SURYA PRASAD
R/o HYDERABAD
For Whom
KAIROS R & D SOLUTIONS PVT.LTD.

 BD 566932

SHAIK SADDAM HUSSAIN
LICENSED STAMP VENDOR
Lic. No. 04/2018
Ren.No. 06/2024
H.NO.2-7-308, REVENUE CLUB,
KARIMNAGAR
Ph 9959958116

Business Agreement

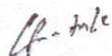
This Business Agreement is entered into on the dates and the places hereinafter mentioned:

BY AND BETWEEN

KAIROS R AND D SOLUTIONS PRIVATE LIMITED, a Clinical Trial Site Management Company having its office at Flat 301, Sp's Vamshi Nivas, Plot No. 4, Sy No.1009, Phase V, KPHB, Kukatpally, Hyderabad, Telangana, India - 500072 (hereinafter referred to as the "SMO", which expression shall unless repugnant to the meaning and context thereof be deemed to mean and include its successors in interest and permitted assigns) of the FIRST PARTY;

AND

Tagore Medical College & Hospital situated at Rathinamangalam, Melakottaiyur, Chennai, Tamil Nadu 600127 (hereinafter referred to as the "SITE", which expression shall unless repugnant to the meaning and context thereof be deemed to mean and include its successors in interest and permitted assigns) of the SECOND PARTY;




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SITE and the SMO shall be individually referred to as "Party" and collectively as "Parties" as the context may so require.

WHEREAS the SITE is a Health Care Practice/Hospital and/or Research Site conducting Clinical Trials ("Studies") and desires to obtain the services of SMO, in obtaining new Studies and managing them conducted by Sponsors and Contract Research Organizations (CRO's) for SITE.

WHEREAS, The SMO is a Clinical Trial Site Management Company, is in the business of obtaining and managing Studies conducted by Sponsors and Contract Research Organizations (CROs) for Investigators and Investigator Sites and wishes to obtain new Studies for SITE and Manage them.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows:

GENERAL

In order to develop academic and scientific relationships, and in support of collaborative research activities SMO and SITE agree to establish this Business Agreement as a framework for cooperative programs.

ARTICLE I

Trial Management Services

WHEREAS the SMO is desirous of managing the clinical trial activities that are conducted at the SITE for a Contract Research Organisation (CRO), a pharmaceutical company, a biotechnology company, a medical device company. The scope of SMO's responsibilities includes:

- Obtain new Studies for SITE from Sponsors and Contract Research Organizations (CROs) in all medical specialties as per information provided to SMO on an ongoing basis.
- Provide Clinical Research Coordinator (CRC) to the study and train them.
- Train Principal Investigator in regulatory and operational aspects of study conduct.
- Contract and budgeting review of CTA.
- Submission for Institutional Review Board or Independent Ethics Committee (IRB/IEC)
- Subject Counselling
- Facilitating subject recruitment
- Subject Follow-up

Chank

[Signature]

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- provide support to the SITE during all, audits, inspections and monitoring visits for the studies in which SMO is involved.
- Site Initiation and trial close-out operations
- Facilitating trial related documents maintenance during the study period
- Assisting in reporting serious adverse events to the sponsor or CRO and the IRB/IEC
- Ensuring Protocol compliance
- Provide Good Clinical Practices (GCP) training for the SITE staff.
- Advising & alerting investigators of potential protocol violations
- Advising & alerting investigators of potential ICH-GCP violations

ARTICLE II

SITE Allowances

WHEREAS the SITE/Investigators are agreeable to allow the SMO to access the SITE for conducting mutually agreed clinical trials between the parties and to the henceforth mentioned SITE Allowances:

- SITE will allow SMO and Sponsors of clinical trials to access facility to verify the filled source documents obtained through SMO study coordinator.
- SITE will allow SMO to bring Sponsors/CROs of clinical trials to meet with SITE representatives at a mutually convenient time.
- Provide the subjects to the study as per the study protocol.
- Provide clinical data of the subjects identified in the study cohorts with appropriate consent as per the study protocol requirement.
- Conduct study in accordance with the local regulatory requirements
- The Serious Adverse Event (herein after referred as SAE) shall be paid by the Sponsor routed through the SMO and the TMCH' will not be in anyway answerable, liable and responsible for SAE.
- Cooperation in preparation, maintenance, storage of the study documents during the study period and archiving of the documents as per the applicable regulatory guidelines.
- Share the clinical trial standard operating procedure (SOP's) with the SMO and SMO will keep it confidential and use it only for the purpose of training its staff.
- SITE will allow SMO study staff to share the space for clinical research activities.

ARTICLE III

Now this BUSINESS AGREEMENT Witnesseth:

The commencement of the study shall be subject to the receipt of an approval from the Investigator and Co-Investigator, Scientific Review Board, SITE's Medical Ethics Committee — Institutional Review Board. The Parties agree that the SITE's rights and obligations under this BUSINESS AGREEMENT are subject to the SITE obtaining the aforesaid approval.

ARTICLE IV

Compensation/Study Budget Share:

1. Total study budget will be managed by the SMO for operational feasibility and transparent accounts will be maintained and shared with SITE.
2. SMO and Hospital shall share Total Profit or Utilizable grant (PI grant including any overheads + Any other generated profits) as follows, 60% to the SITE and 40% to the SMO. The budget shall be split after excluding applicable GST (goods and Services Tax) at rate prevailing at the time of finalizing study budget. GST will be paid by the CRO/sponsor and invoices will be raised by the SMO on behalf of site.
3. PI will be paid 20%, CO-10% and Overhead Charges 30% from total site share of 60%.
4. Archival fees will be paid by study sponsor as per institutes standard or as per CTA for 5 years.
5. Ethics committee fee will be paid directly to the Ethics committee by the sponsor as per EC standard tariff of the institute..
6. It's the responsibility of SITE to compensate the Investigators of the study fairly.
7. SMO will recruit and pay the salary to the site SMO CRC as per need.
8. SMO will pay subject conveyance for study visits.
9. SMO will pay site for laboratory investigations and subject management charges once the invoices have been cleared from the sponsor/CRO on actuals.
10. Invoices shall be raised by Investigator/Site Through SMO.
11. Wherever possible SMO will be included as signing party in the CTA of the study.
12. The above-mentioned Study budget will be directly paid to the SMO by the CRO/Sponsor. If the SITE gets the payment, then it will pay the SMO as per the payment terms in this agreement within a week after receiving the payment from the CRO/Sponsor. If SMO gets the payment, then it will pay the SITE as per the payment terms mentioned in this agreement within a week after receiving the payment from CRO/Sponsor.

Article V

Confidentiality and others


DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAPALLE, CHENNAI-600127
Chennai-600 127.

1. The parties hereto recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all information or information relative to the work or the business of either party without the written consent of either party unless the information is required by any Government agency or judicial authorities.

2. All information shared by the SMO with the Investigators, including the results of the study, shall be treated as confidential information of the SMO/CRO/Sponsor shall not be directly or indirectly disclosed to any third party without the prior written consent of the sponsor/SMO party and shall be handled by that Party in accordance with the terms.

3. Each of the Investigators shall enter into a separate agreement of confidentiality with the Sponsor/CRO prior to the disclosure of confidential information by the SMO. Data generated from the subjects will be the Intellectual property of the Sponsor of the study as mentioned in the study protocol.

ARTICLE VI

Prior Intimation and non-competence

1. KAIROS will not initiate any clinical trials in the hospital without prior notification.
2. Site will award the clinical trial only to KAIROS if kairos brings the study to site first. Site will be reasonable in acknowledging it.

ARTICLE VII

Length of Agreement

1. This Agreement shall remain in force for 5 (Five) years and will be considered renewed and active, unless otherwise expressed by one of the Parties and communicated at least three months before the expiry date of this Agreement.

2. This AGREEMENT shall insure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns but shall not be assignable by any Party except with the written consent of the other Party. In the event of any such assignment with the consent of the other Party, the transferor or assignor shall remain obligated to perform

4-12

its own obligations and in addition shall be jointly and severally liable for the proper performance of the obligations of the transferee or assignee pursuant to this Agreement.

3. The provisions of this AGREEMENT shall remain in effect until it is terminated. The AGREEMENT cannot be terminated during an ongoing trial. The Agreement can be terminated by three-month notice/mutual consent by either party.

ARTICLE VIII

DISPUTES

If a dispute arises out of or relates to this BUSINESS AGREEMENT, or breach thereof, and if said dispute cannot be settled through negotiation and mutual agreement, the parties agree to try in good faith to settle the disputes by mediation, before resorting to arbitration, litigation or some other dispute resolution procedure. This BUSINESS AGREEMENT shall be governed by the laws Of India, under the exclusive jurisdiction of Courts in Chennai.

ARTICLE IX

Entire Agreement

This BUSINESS AGREEMENT describes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, representations or understandings, written or oral.

ARTICLE X

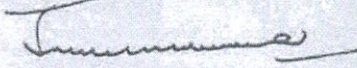
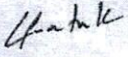
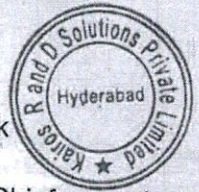
The following contact information of the parties for the purpose of legal communication. The notices sent through officially accepted routes will be considered served.

For Tagore Medical College & Hospital
Name: Dr. K. Punngai
Designation: Director of Research
Email id: director.research@tagoremch.com
Phone number: 9840574080

For Kairos R and D Solutions Private Limited.
Name: Dr. G.V. Prateek
Designation: Director
Email id: prateek@kairosrds.com
Phone number: 7013753547
Address: Flat 301, Sp's Vamshi Nivas, Plot No. 4, Sy No.1009, Phase V, KPHB, Kukatpally, Hyderabad, Telangana, India - 500072

ARTICLE XI

IN WITNESS WHEREOF, the parties hereto have the authority to bind the party that they represent and have caused this BUSINESS AGREEMENT to be duly executed in their respective names.

<p>Signed for on behalf of the Tagore Medical College & Hospital</p> <p>Signature: </p> <p>Name: Dr. J. Muthukumaran, MS, MCh, DEAN TAGORE MEDICAL COLLEGE & HOSPITAL RATHINAMANGALAM, MELAKOTTAIYUR POST, Chennai-600 127.</p> <p>Designation: Dean, Tagore Medical College and Hospital</p> <p>Date: 09/10/2024</p> <p>WITNESS</p>	<p>Signed for on behalf of the KAIROS R AND D SOLUTIONS PRIVATE LIMITED</p> <p>Signature: </p> <p>Name: Dr. G. Veda Prateek </p> <p>Designation: Director and Chief operating officer</p> <p>Date: 25-Sep-2024</p> <p>WITNESS</p>
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DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.



தமிழ்நாடு தமில்நாடு TAMIL NADU

For Tagore Medical College & Hospital

25 JUL 2023

23AC 613962

K. SARAVANAN (SV)
No.14, 2nd Cross Street, K.R. Puram,
Kizpadappai-601301.

MEMORANDUM OF UNDERSTANDING

No.6750/B2/CH(SY)2021. Dt.25.02.2022
Cell: 8122811382.

This memorandum of understanding (hereafter "MOU") entered into on 29th of May 2024 at Chennai, Tamil Nadu, India.

BETWEEN

TAGORE MEDICAL COLLEGE AND HOSPITAL having its registered office at Rathinamangalam, Melakottaiyur, Chennai, Tamil Nadu 600127, India affiliated to The Tamil Nadu Dr. MGR Medical University, Chennai and recognized by National Medical Commission, New Delhi, hereinafter referred to as '**TMCH**', represented by its **DEAN, DR.J.MUTHUKUMARAN**, having its Office at RATHINAMANGALAM, MELAKKOTTAIYUR, CHENNAI - 600 127, of the ONE PART

AND

PADMASEETHA TECHNOLOGIES PVT LTD, registered as a company formed and existing under the provisions of the Companies Act, 1956, and having their registered office at New 238, 2nd Floor, Rabiya Building, Thiru.Vi.Ka High Road, Mylapore, Chennai 600004, herein after referred to as "**PSTPL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors & assigns, represented by its **DIRECTOR MR. W. GOWRISHANKAR**, of the OTHER PART.

Both the parties individually referred to "party" and collectively as "parties"

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RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

For PADMASEETHA TECHNOLOGIES PVT. LTD.

Director

DEAN
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RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

2. PREAMBLE

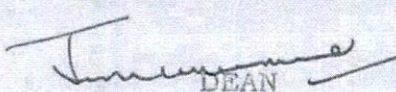
- 2.1 WHEREAS PADMASEETHA TECHNOLOGIES PVT LTD is engaged in design and development of medical devices
- 2.2 And whereas PSTPL is also engaged consultancy services of development of medical devices and turn key solutions in medical technologies.
- 2.3 PSTPL have been awarded a number of projects funded by BIRAC, DST, TDB, MSME, IIIT Hyderabad etc. from Govt. of India and a few private sponsors such as ZS Prize.
- 2.4 WHEREAS **Tagore Medical College and Hospital**, was established under the National Medical Commission and affiliated to the TamilNadu Dr.MGR Medical University with the aim of imparting higher knowledge in Medical and allied health sciences to the aspiring boys and girls so that they can emerge as competent medical practitioner and clinicians. The Institute is committed to provide quality education to transform the students into efficient and successful careerists, clinicians and academicians. Students who have graduated from Tagore Medical College and Hospital are already serving in responsible positions, in India and abroad in institutions and private practice.
- 2.5 Tagore Medical College and Hospital has established an incubation centre approved by MSME, Government of India and motivating faculties and students to transform into entrepreneurs.
- 2.6 WHEREAS as a result of the interactions between **TMCH** and **PSTPL** at various levels and occasions, both the parties have agreed to come together to jointly work in certain areas of mutual interests on the following terms and conditions.

3. SCOPE OF MOU

This MOU broadly define the mode and methodology of operations and spells out the rights and responsibilities of the Parties hereto.

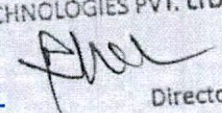
Having good expertise in the field of conducting clinical trials of medical devices, both the organization to collaborate and work, complementing each other's strength. With these realizations, Tagore Medical College and Hospital and PSTPL agree to explore the areas to work jointly for the following goals:

- 3.1 PSTPL has been collaborating with various prestigious institutions to develop indigenous medical devices.
- 3.2 PSTPL had developed products like OmniPD, an anytime/anywhere peritoneal dialysis cycler, several renal care products and novel solutions.
- 3.3 To jointly take up funding of projects with sponsoring agencies like DST, DBT, DRDO and CSIR etc. on Medical device development for treatment of renal and cardiac diseases in addition to healthcare services and solutions. Development of clinical trial protocols, design development and validations of both medical devices and clinical services. In such case a detailed joint project report will be made with technical and financial intricacies.


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Chennai-600 127.

For PADMASEETHA TECHNOLOGIES PVT. LTD.


Director

- 3.4 To jointly take up any such other projects and programs of value to the Industry, Academia, Government and the general public as may be deemed fit from time to time.

4. JOINT RESPONSIBILITIES

- 4.1 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time.
- 4.2 The Founder and CEO of PSTPL and Dr. J. Muthukumaran, Dean, Tagore Medical College and Hospital, will serve as the nodal contacts from both the sides.
- 4.3 Draw the attention of the top management in case of any interface or operational problems.

5. FINANCIAL ASPECTS

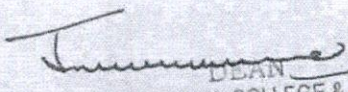
- 5.1 Tagore Medical College will charge for the consumables spent at its lab during the prototype development, trials, and clinical validations on a cost-to-cost basis and vice versa. With regard to funded projects, the cost of consumables and experimentation will be utilized from the fund and this would be detailed in the budgeting section in the research proposal
- 5.2 With regard to funded projects, the fund would be directed into the accounts of the investigator's institution namely TMCH and PSTPL as per the rules and regulations of fund disbursement of the investigating agency.
- 5.3 All payments will be made through Cheque/demand draft/online transaction.

6. COMMUNICATION

All communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.

7. CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Any software/ hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.
- 7.2 The material shall be treated as confidential for a minimum period of three years after this MOU comes to an end or as agreed from time to time.
- 7.3 Parties agree that the obligations of confidentiality contained herein shall not attach to information that:
- a) the receiving Party at the time of disclosure to it as evidenced by written records; or


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RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

FOR PADMASEETHA TECHNOLOGIES PVT. LTD.


Director

- b) the receiving Party at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the receiving Party; or
- c) the receiving Party lawfully obtained by the receiving party from a third party who is not under any confidentiality obligation to the disclosing Party; or
- d) the receiving party developed the product independently; or
- e) the governmental law or regulation required to be disclosed by court rule, provided that the receiving Party gives the disclosing Party prompt notice of any such requirement and cooperates with the disclosing Party in attempting to limit such disclosure.

8. FORCE MAJEURE

- 8.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to acts of God, war, floods, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, 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 then mutually decide about the future course of action.

9. INTELLECTUAL PROPERTY RIGHTS

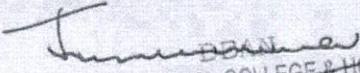
- 9.1 The Intellectual Property Rights in respect of the intellectual efforts- based on projects will be decided on case-to-case basis in writing and signed by the parties.

10. EFFECTIVE DATE AND DURATION

- 10.1 This MOU shall be effective from the date of signing and will be valid for a period of 3 years). The MOU shall automatically stand terminated if no specific MOU /Agreement is entered into between the parties during the validity period of three years.
- 10.2 Either party can terminate the MOU by giving 30 days prior notice in writing and sent through RPAD
- 10.3 Any amendments/ modifications/ additions/ deletions to this MOU shall be in writing and duly signed by both parties as mutually both parties accept.

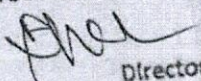
11. ARBITRATION

- 11.1 This Agreement shall be governed by and construed in accordance with Laws pertaining to Indian Jurisdictions. Disputes, if any, between the Parties shall be arbitrated upon under the Arbitration and Conciliation Act, 1996 and it shall lie within the jurisdiction of Chennai Courts only. All disputes or differences between parties hereto, including any dispute or difference regarding interpretation of any term or provision, rights or obligations between the parties arising out of or in connections with this Agreement shall be finally settled by


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Chennai-600 127.

For PADMASEETHA TECHNOLOGIES PVT. LTD.


Director

arbitration in accordance with the Laws pertaining to Indian Jurisdictions which are deemed to be incorporated by reference into this clause, and

- a) All proceedings shall be conducted in English and a daily transcript in English shall be prepared;
- b) The disputing Parties shall mutually appoint a sole arbitrator. In the event the disputing Parties are unable to agree on a single arbitrator within a period of 15 (fifteen) days from the date of service of Notice of Dispute, the Dispute shall be referred to an arbitral panel comprising of three (3) arbitrators, one each to be appointed by the disputing parties, and the third to be appointed by the two arbitrators so appointed, who shall serve as Chairman of the Arbitration Panel and the venue of arbitration shall be in Chennai.

12. ASSIGNMENT AND TRANSFER:

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

13. NON-WAIVER:

The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

14. SEVERABILITY:

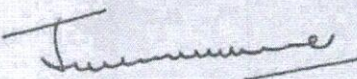
The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

15. LIMITATION OF LIABILITY:

Neither the 'TMCH' nor the other party i.e., 'PSTPL' shall be responsible to each other for any loss of profits, opportunities or other consequential damages arising out of this MOU unless otherwise it has no direct bearing to them"

16. NO PARTNERSHIP:

Nothing in this MOU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.


DEAN
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Chennai-600 127.


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RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

For PADMASEETHA TECHNOLOGIES PVT. LTD.

Director

17. ENTIRE MOU:

This MOU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MOU.

18. HEADINGS:

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference

This Memorandum of Understanding has been executed in two originals with one retained by Tagore Medical College and Hospital, and the other by PSTPL.

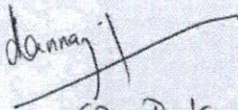
IN WITNESS WHEREOF, the parties signed this MOU at **Tagore Medical College and Hospital**, Chennai and have caused this MOU to be executed in two original copies by their respective duly authorized representatives.

For and on behalf of

**TAGORE MEDICAL COLLEGE AND
HOSPITAL, RATHINAMANGALAM,
MELAKKOTTAIYUR,
CHENNAI-600 127.**

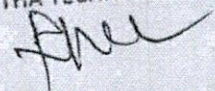

**DR.J.MUTHUKUMARAN,MS., MCh.,
DEAN,
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.**

WITNESS:

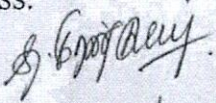

(Dr. I. Kannan)

For and on behalf of

**PADMASEETHA
TECHNOLOGIES PVT LTD
MYLAPORE, CHENNAI 600004.**
For PADMASEETHA TECHNOLOGIES PVT. LTD.


**W. GOWRISHANKAR
FOUNDER AND CEO**

WITNESS:


(Dr. S. Arankumar)


**DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.**

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMILNADU

17/10/2024

DH 845596

RSV SKIN & LASER CENTRE

K. SUNDAR, Stamp Vendor
L.C.No. 47-6140/B-3/2000
216, F-Block, First Street,
Anna Nagar East, Chennai-102

MEMORANDUM OF UNDERSTANDING

This MEMOMARANDUM OF UNDERSTANDING is made in Chennai on this
the 20th September, 2024

BETWEEN

TAGORE MEDICAL COLLEGE & HOSPITAL, CHENNAI – 127, affiliated to The Tamil Nadu Dr. M.G.R. Medical University, a self financing Medical Institution pledged to the service of the community through imparting quality Medical Education and catering to the health care needs, approved by the Gov. of Tamil Nadu, Medical Council of India now known as National Medical Commission and Ministry of Health and Family Welfare, Govt of India, New Delhi, and run by TAGORE EDUCATIONAL TRUST, represented by its office at No.25, Mahalingam Street, Mahalingapuram, Nungambakkam, Chennai – 600 034, hereinafter referred to as 'TMCH',

[Signature]

[Signature]

DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

AND

RSV SKIN AND LASER CENTRE, CHENNAI, represented by its DIRECTOR, DR. MAYA VEDAMURTHY, having its office at No. 9/5, Mahalingam. 2nd Cross Street, Mahalingapuram, Chennai – 600 034, hereinafter referred to as 'RSV SKIN CLINIC'.

This MEMORANDUM OF UNDERSTANDING witnesseth as follows:-

1. Herein Dr. MAYA VEDAMURTHY is appointed as Adjunct Professor in Dept. of Dermatology, Tagore Medical College and Hospital, Chennai.

2. Relevant Departments and areas of co-operation:

This MOU is related to the following areas of Academic and Research Activities:-

- a) Mutual interaction for observership and to share knowledge and ideas in relevant areas.
- b) Share interest and objectives in the joint Academic programs development matters.
- c) Utilizing the services of expert Faculty available in both Institutions for common benefits in teaching and clinical training of students.
- d) Utilization of Tagore Institutional Ethics Committee and Institutional Research committee - TMCH to proceed initial review process, Site monitoring visit, Amendments of the protocol, projects and clinical trials
- e) In Clinical trial and research projects the Co-Investigator will be a faculty from consent department - TMCH
- f) Any other academic / research collaborative activity in mutual interest and understanding.

3. The 'RSV SKIN CLINIC' agree to provide knowledge in the concerned Specialties to the Post Graduate Students D.V.L. of the 'TMCH'

4. The 'TMCH' shall arrange for deputation of the Post Graduate Students D.V.L. of Tagore Medical College and Hospital, Chennai, for clinical training for a short term at 'RSV SKIN CLINIC' in a phased manner without detrimental to the routines at the Clinic and the 'RSV SKIN CLINIC' agree to provide them clinical training in their fields of SKIN, HAIR, NAIL, etc.

5. The "TMCH hereby agree to ensure that the employee of the Institution, staff and any individual performing any portion of the Study at the Institution, shall conduct the Study


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in accordance with (a) Protocol, (b) terms of the CTA., (c) Financial commitments specified herein and any other requirements so warranted in the conduct of clinical trial, besides adhering to good clinical practices, ICH. Guidelines and all applicable laws and regulations as well as approval of Ethics Committee of the Institution (EC). The protocol and financial commitments mentioned above shall be in writing and signed by the parties herein.

6. The TMCH also hereby assures that the Investigator assigned with the clinical trial projects, shall have experience, research interest, capability and resources, including but not limited to, sufficient personnel and equipment to perform the Study in a professional and competent manner with strict adherence to the protocol and applicable regulatory guidelines.

7. The 'TMCH' covenant that the Investigator will be responsible for performing the Study and the individual performing any portion of the Study at the Institution under direct supervision of the Investigator and Co-Investigator

8. The TMCH also covenant that the Investigator shall update the clinical trial project progression to the RSV SKIN CLINIC / CRO / Study Sponsor to tract the details of enrollment of patient, site finances, its budget provision and other relevant materials for smooth functioning of the project.

9. In the event, the Investigator becomes unwilling or unable to perform the duties required for Study being conducted under the Clinical Trial Agreement, the "TMCH and the RSV SKIN CLINIC / CRO in consultation with the Study Sponsor and Investigator, shall agree for mutual replacement of the Investigator. If mutually agreeable replacement is not possible, then the Study Sponsor is at liberty to take final decision about the termination of the Study at the site provided there shall not be any financial repercussions/loss to the TMCH' possibly due to break in Study at the site with reference to the terms of this MOU and the CTA. And it shall be decided on pro rata based on the period and services provided/utilized so far till termination of the Study at the site.

10. The 'TMCH' agree i.e. undertake that the Post Graduate Students shall abide by the duties and responsibilities imposed on them by the 'RSV SKIN CLINIC' while undergoing the training.

11. Both the 'TMCH' and the 'RSV SKIN CLINIC' agree that the terms and conditions of this Memorandum of Understanding are confidential and shall not be disclosed to any third party without prior written consent of either of us, unless otherwise required in a Court of law

12. The 'TMCH' and the 'RSV SKIN CLINIC' shall abide by any other subsequent terms and conditions that are mutually agreeable in the interest of both of us.


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13. Both the 'TMCH' and the 'RSV SKIN CLINIC' understand and abide that any breach of the terms and conditions of this Agreement shall warrant cancellation of this Memorandum of Understanding.

14. Both the Parties to this MOU shall covenant that the Sponsor shall pay for the Study Budget to the 'RSV SKIN CLINIC' whereas the Study Budget will be as per the specific CTA. And it will be shared between the 'RSV SKIN CLINIC' and the TMCH in the ratio of 40:60 as per the following Associate Clauses that the TMCH will receive the institutional "Overhead charges" of each project and the "Ethics Committee Review Fees" payable to Ethics Committee

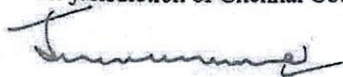
15. This Memorandum of Understanding shall come into force from the date of execution of this Agreement for a period of three (3) years and may be renewed for a further period after mutual discussion between the Parties.

16. Both the 'TMCH' and the 'RSV SKIN CLINIC' agree that either of us shall terminate this MOU. Upon giving 30 days notice in writing to other, provided in the event of breach of any of the terms and conditions of MOU., this MOU Shall be terminated with immediate effect without further notice.

17. Whereas all information including, but not limited to, documents, descriptions, data, CRFs., Photographs, videos and instructions and materials including, but not limited to, the Investigational Product and comparator products, provided to the Investigator by the RSV SKIN CLINIC / CRO, Sponsor or their Agents, whether verbal, written or electronic, and all data, reports and information relating to the Investigational Product, the Study or its progress hereinafter called the 'Confidential Information' shall be the property of the Sponsor. The Investigator/Institution will undertake to keep in strict confidence and not at any time to use other than in the Study or to disclose or permit to be disclosed to any third party and keep the Confidential Information strictly confidential and shall disclose it only to its employee involved in conducting the Study on a need-to-know basis.

18. Neither the RSV SKIN CLINIC / CRO ' nor the Sponsor shall be responsible to the Investigator or the Institution for any loss of profits, opportunities or other consequential damages arising out of this unless otherwise it has no direct bearings to them.

19. This Agreement shall be governed by and construed in accordance with Laws pertaining to Indian Jurisdictions. Disputes, if any, between the Parties shall be arbitrated upon under the Arbitration and Conciliation Act, 1996 and it shall lie within the jurisdiction of Chennai Courts only. All disputes or differences between parties



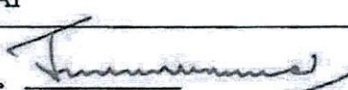
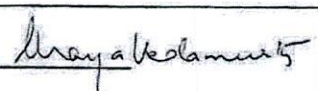
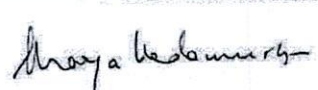
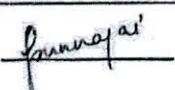

DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

hereto, including any dispute difference regarding interpretation of any term or provision, rights or obligations between the parties arising out of or in connections with this Agreement shall be finally settled by arbitration in accordance with the Laws pertaining to Indian Jurisdictions which are deemed to be incorporated by reference into this clause, and

- a. All proceedings shall be conducted in English and a daily transcript in English shall be prepared;
- b. The disputing Parties shall mutually appoint a sole arbitrator. In the event the disputing Parties are unable to agree on a single arbitrator within a period of 15 (fifteen) days from the date of service of Notice of Dispute, the Dispute shall be referred to an arbitral panel comprising of three (3) arbitrators, one each to be appointed by the disputing parties, and the third to be appointed by the two arbitrators so appointed, who shall serve as Chairman of the Arbitration Panel and the venue of arbitration shall be in Chennai.

20. Neither of us shall transfer its rights and obligations under this Agreement in any manner whatsoever without prior consent of the other.

IN WITNESS WHERE OF the above Parties have caused this MEMORANDUM OF UNDERSTANDING to be executed by their respective duly authorized representatives on the day above written.

For TAGORE MEDICAL COLLEGE AND HOSPITAL, CHENNAI	For RSV SKIN AND LASER CENTER, CHENNAI.
Signature  DR.MUTHUKUMARAN ,MS.,MCH., DEAN, TAGORE EDUCATIONAL TRUST. TAGORE MEDICAL COLLEGE AND HOSPITAL Date:	Signature  DR. MAYA VEDAMURTHY DIRECTOR, RSV SKIN AND LASER CENTER.  Date: 24.10.24
Witness Signature  Date 21/11/2024	Witness Signature _____ Date


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Chennai-600 127.



தமிழ்நாடு தமில்நாடு TAMIL NADU

1410
14 MAR 2023



19AC 082471

S. SARASWATHI
STAMP VENDOR

LC No: 9228/5/85 DT.16-04-1986
Adyar, Chennai-600 020
Cell: 91766 50088

MEMORANDUM OF UNDERSTANDING

Between

TAGORE DENTAL COLLEGE AND HOSPITAL,
TAGORE MEDICAL COLLEGE AND HOSPITAL

and

TAGORE ENGINEERING COLLEGE

This MOU is made and entered into this 13th day of June 2023 between and by the following parties

1. Tagore Dental College and Hospital recognized by Dental Council of India and affiliated to the TamilNadu DR.MGR Medical University having its office at Rathinamangalam, Melakottaiyur post, Chennai 600127 represented by Dr.C.J.Venkatakrishnan, Principal, Tagore Dental College and Hospital shall mean and include its execution, administrators, nominees and assignees on first part.
2. Tagore Medical College and Hospital recognized by Medical Council of India and affiliated to the Tamil Nadu DR.MGR medical University having its office at Rathinamangalam, Mellakottaiyur post, Chennai 600127 represented by Dr.J.Muthukumaran, Dean, Tagore Medical College and Hospital shall mean and include its execution, administrators, nominees and assignees on second part.

And

3. Tagore Engineering College recognized by AICTE and affiliated to the Anna University having its office at Rathinamangalam, Mellakottaiyur post, Chennai 600127 represented by Dr.R.Ramesh, Principal, Tagore Engineering College shall mean and include its execution, administrators, nominees and assignees on third part.


DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
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Chennai-600 127.

RECITALS

Whereas Dr.C.J.Venkatakrishnan, Principal, Dr. J.Muthukumaran, Dean, Dr.R.Ramesh, Principal desire to offer programs including but not limited to joint educational and research programs and treatment for students and faculties of three institutions and

Whereas Dr.C.J.Venkatakrishnan, Principal, Dr. J.Muthukumaran, Dean, Dr.R.Ramesh, Principal have agreed to offer such programs on the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of their mutual promises and understanding the parties agree as follows

NOW THIS DEED WITNESS AS FOLLOWS

1. "AGREEMENT" shall mean this agreement together and shall include any modification, alteration, addition or deletion there to agree between the parties in writing after the date of this agreement
2. Target beneficiary shall be the students and faculties off all the three institutions

SCOPE OF THE MOU

A. EXCHANGE OF INFORMATION


Three institutions will work to develop agreements and programs for exchanging academic, research and other educational materials

B. EXCHANGE OF STUDENTS

The parties will work to develop agreements and programs for exchanging students between three institution, either on the basis of reciprocal exchange of benefits or through fees set for the participation in the specific programs. Such programs shall be conducted so as to encourage active participation and to ensure reciprocity while minimizing the cost of participation for the students from all three institutions

C. EXCHANGE OF FACULTY

The parties will explore opportunities for their respective faculty members and administrators to be in residence at other institutions for the purpose of lecturing, conducting research and developing their academic or administrative skills. These programs, to the greatest extent possible will provide commensurate opportunities for the faculty and administrators of all three institutions. The three institutions pledge to provide fullest support possible to faculty and the administrators coming from the other institutions in the furtherance of the interest of faculty members and administrators


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D. COLLABORATIVE PROGRAM

Collaborative programs, seminars and research activities will be encouraged and supported where the mutual interest and expertise of the three institutions may be furthered. Faculty and program directors at all three institutions should be encouraged to enter into contract with one another in order to further this objective.

E. COOPERATION FOR DEVELOPMENT OF RESOURCE

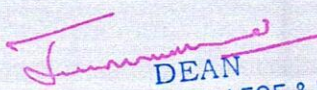
The three institution will explore avenues to develop financial resource to support educational activities sponsored under this agreement, including joint grant proposal in each of the above-mentioned areas of cooperation and any other areas in which the three institution wish to cooperate. Detailed agreements can be developed to separate memoranda of understanding, exchange of letters appendices or other written agreements all of which must be signed in writing by all three parties to be effective.

F. UTILIZATION OF FACILITIES AND RESOURCES

Shared utilization of facilities and resources such as labs, research facilities, hospitals, clinics, medical and other equipment etc. may be done by each of the three parties.

II TERM AND TERMINATION

- a) This MOU shall remain in effect from the date of signing for a period of three years. The MOU may be extended or renewed for additional period of time upon the mutual written consent of the parties subject to such terms and conditions as the parties shall determine
- b) If either party believes the stated purposes of this MOU are not being fulfilled the other party shall be notified of the areas of concern in writing. All three parties shall attempt to resolve those concerns through common efforts. If no solution can be achieved any party may terminate this MOU by providing written notification at least six months in advance provided however that such termination shall not take effect with respect to students already enrolled in the programs until such students have been provided an opportunity to complete their course work
- c) If the termination is for the other party's noncompliance with any material term of this MOU, the party desiring to terminate will contact the other party in writing and such party shall have thirty days to correct the situation (cure period). If the situation is not corrected after the thirty day cure period, the termination shall be effective immediately following the thirty day cure period provided however that such termination shall not take effect with respect to students already enrolled in the programs until such students have been provided an opportunity to complete their course work


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- d) Any of the three parties may immediately terminate this MOU in the event that there is a change in law regulation or policy of government in the country in respect of MOU with foreign agents

III FORCE MAJEURE

If as a result of an act of force majeure of a government agency or instrumentality or other occurrence beyond the reasonable control of either party, a party is hindered in performing its obligations here under or is thereby rendered unable to perform its obligation here under then in such event, such party shall have the right upon notifying the other of the occurrence of force majeure as here in defined to suspend performance until the vent of force majeure has passed in the event that either parties unable to perform for a period of excess of two months at any time after the commencement date of this MOU due to an act of force majeure the other party may at its option terminate the MOU

IV DISPUTE RESOLUTION

In the case of any dispute that may arise in future shall be resolved through mutual consultation and discussion all efforts shall be made by all three parties to iron out the differences if any and in the event of being able to resolve the tangle, the issue may be resolved through arbitration

V INDEPENDENT CONTRACTORS

The parties are independent contractors of one another. Nothing in this MOU shall be constructed to create a partnership joint venture, agency or employment relationship between the parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract warranty or representation as to any matter

VI LEGAL JURISDICTION

This MOU shall be governed by and constructed in accordance with the law of the government of India

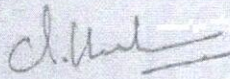
VII CONSIDERATION

No consideration is involved between the parties here in.

IN WITNESS WHERE OF, the parties have passed this MOU to be executed by their duly authorized representatives on the date first written below


DEAN
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TAGORE DENTAL COLLEGE

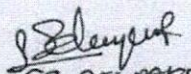


Dr .C.J.Venkatakrishnan

Dr.C.J.VENKATA KRISHNAN, M.D.S., Ph.D.,
PRINCIPAL
TAGORE DENTAL COLLEGE & HOSPITAL
RATHINAMANGALAM, VANDALUR POST,
MELAKOTTAIYUR POST, CHENNAI-600 127.
Position: Principal

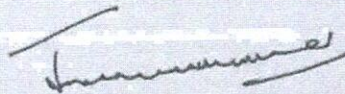
Date: 13/06/2023

Witness

1. 
(S. SELVAKUMAR)

2. Balaji TM
[BALAJI T.M.]

TAGORE MEDICAL COLLEGE

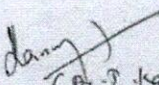


Dr. J.Muthukumaran

DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
CHENNAI-600 127.
Position: Dean

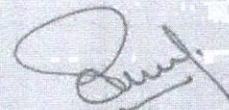
Date: 13/06/2023

Witness

1. 
(Dr. I. Kannan)

2. L. Chitra
[L. Chitra]

TAGORE ENGINEERING COLLEGE

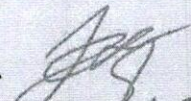


Dr. R.Ramesh

Dr. R.RAMESH, M.E., Ph.D.,
Principal
TAGORE ENGINEERING COLLEGE
RATHINAMANGALAM, CHENNAI-600 127
Position: Principal

Date: 13/06/2023

Witness

1. 
(Dr. K. SRINIVASAN)

2. P. B. Jayakumari
(Dr. P. BEULAH
JAYAKUMARI)



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தமிழ்நாடு தமில்நாடு TAMIL NADU

For Tagore Medical College & Hospital

25 JUL 2023

23AC 613951

K. SARAVANAN (SV)
No.14, 2nd Cross Street, K.R. Puram,
Kizpadappai-601301.
L.No.6750/B2/CH(S)/2021. Dt.25.02.2022
Cell: 8122811382.

Memorandum of Understanding

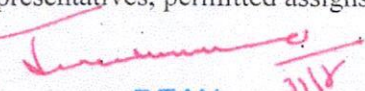
This Memorandum of Understanding (hereafter "MOU") Agreement is executed at Chennai, on this 31st day of July 2023;

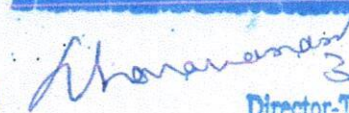
BETWEEN

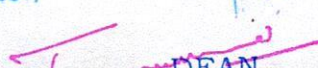
Tagore Medical College and Hospital having their registered office at Rathinamangalam, Melakottaiyur, Chennai, Tamil Nadu 600127, India (hereafter referred as "TMCH" for brevity of the purpose of this MOU) is the "FIRST PARTY" which expression shall mean and include their legal representatives, permitted assigns, administrators, successor interest;

AND

XERION LABS HEALTHCARE SOLUTIONS PVT LTD, having their registered office at Block No:44, Door No:2D, Chennaiipattinam, Ceedeeyes Apartment, Thiruporur to Guduvancherry Main Road, Ammapet, is the "SECOND PARTY" which expression shall mean and include their legal representatives, permitted assigns, administrators, successor interest


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CHENNAI-600 127.


31/7/23
Director-Technical


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RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.

Whereas, the SECOND PARTY has developed proof of concept with regard to PREDICTALZ
Whereas institute has identified FIRST PARTY to carry part of its study that will involve providing necessary services required for the testing, validation, and providing clinical data for the same.

Whereas FIRST PARTY has agreed to perform such required service which is testing, validation, and providing data as per the schedule and terms agreed mutually. Now thereof the parties for valid consideration enter into this MOU:

1. OBJECTIVE:

This Memorandum of Understanding (MoU) is entered into between Tagore Medical College and Hospital, Chennai and XERION LABS HEALTHCARE SOLUTIONS PVT LTD with the objective of fostering collaboration, knowledge sharing, and joint research efforts between the two parties.

2. SCOPE OF WORK:

This memorandum establishes policies, procedures and scope for potential collaborative opportunities to enhance exchange of knowledge, expertise and information between the Tagore Medical College and Hospital, Chennai and XERION LABS HEALTHCARE SOLUTIONS PVT LTD in areas pertaining to prototype development and validation, Entrepreneurship and Internship Programmes.

3. ROLES & RESPONSIBILITIES:

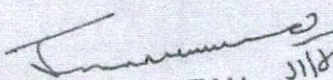
Tagore Medical College and Hospital, Chennai agrees to:


- a) Provide access to its expertise, resources, and facilities required for collaborative research.
- b) Designate a representative as the primary point of contact for the collaboration.


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.


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Director-Technical

5. PUBLICATION:

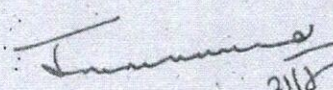
- a. The parties acknowledge the importance of disseminating research findings to contribute to the scientific community and society at large.
- b. Joint publications resulting from the collaborative research projects shall be mutually agreed upon by the parties. The decision to publish and the order of authorship will be based on the following principles: a) Authorship will be determined based on substantial contributions to the research project. b) Both parties will have an opportunity to review and provide feedback on manuscripts prior to submission for publication. c) Any disagreements regarding authorship or publication-related matters will be resolved through discussion and good-faith negotiation between the parties.
- c. If either party wishes to publish independently on a specific aspect of the collaborative research, they shall notify the other party in writing, providing a reasonable timeframe for the other party to respond and potentially collaborate on the publication.
- d. Acknowledgment of the collaboration and support from both parties shall be included in all publications resulting from the joint research, as appropriate.


6. INTELLECTUAL PROPERTY RIGHTS :

- a. Ownership and management of intellectual property resulting from collaborative research will be governed by a separate agreement to be negotiated in good faith by both parties.
- b. Both parties agree to promptly disclose any existing intellectual property that may be relevant to the collaboration.
- c. The parties shall maintain confidentiality and refrain from disclosing any confidential information exchanged during the collaboration, except as required by law or with the express written consent of the disclosing party.

7. **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 three 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.

8. **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.

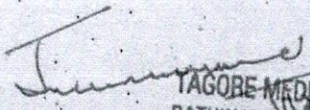

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DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
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Chennai-600 127.

Dr. XENON LABS HEALTHCARE SOLUTION PVT.LTD.
3/17/23
Director-Technical

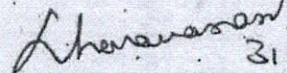
9. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:

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 Chennai shall have exclusive jurisdiction in all such matters.

 **DEAN**
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RATHINAMANGALAM, MELAKOTTAIYUR POST,
CHENNAI-600 127.

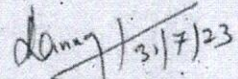
Dr. J. Muthukumar
Dean
Tagore Medical College and Hospital
Rathinamangalam
Chennai - 600127

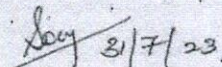
for XERION LABS HEALTHCARE SOLUTION PVT.LTD.


 31/7/23
Director-Technical

DR.S. SARAVANAN
XERION LABS HEALTHCARE
SOLUTIONS PVT LTD
Block No:44, Door No:2D,
Chennai-pattinam, Ceedeeyes Apartment,
Thiruporur to Guduvancherry Main Road,
Ammamet, PIN 603108

Witness:

1.  31/7/23
(Dr. I. Kannan)

2.  31/7/23
(DR. SONY PAUL)


DEAN
TAGORE MEDICAL COLLEGE & HOSPITAL
RATHINAMANGALAM, MELAKOTTAIYUR POST,
Chennai-600 127.