

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed on the 26th day of August 2023 ("Execution Date") at Kanpur

BY and BETWEEN

Foundation For Innovation & Research in Science & Technology a Company incorporated under section 8 of the Companies Act, 2013 and limited by Guarantee (CIN: U73100UP2018NPL101453), with its registered address at I.I.T Kanpur, Kalyanpur, Kanpur, UP-208016 (hereinafter referred to as "**FIRST**" or "**Incubator**") represented through its authorized signatory, Prof Ankush Sharma, director (Ex-Officio Prof-in-Charge, Innovation & Incubation, IIT Kanpur) of the Company, severally, on the "**FIRST PART**"

AND

Uttar Pradesh University of Medical Sciences having registered offices at Saifai, Uttar Pradesh-206130, India, (hereinafter referred to as "Institute" or "Second party") represented through its authorized signatory Prof. (Dr) Prabhat Kumar Singh, Vice Chancellor, on the "**SECOND PART**".

FIRST and the Institute are hereinafter individually referred to as "**Party**" and collectively as "**Parties**" and any person that is not a signatory to this MOU shall be referred to as a "**Third Party**".

WHEREAS:

- A. FIRST, a not-for-profit Section-8 Company, promoted by IIT Kanpur is a Technology Business Incubator (TBI), recognized by the Department of Science & Technology. FIRST, through its Incubation Centre, named as Start-up Innovation & Incubation Centre, ("SIIC" or "Centre") at IIT Kanpur, Kanpur-208016 and at IIT Kanpur Outreach Centre, Sector 62, Gautam Buddha Nagar Noida-201309, promotes and incubates new technology/knowledge/innovation-based start-ups by converting their business ideas into a commercially viable product for scaling up.
- B. The Uttar Pradesh University of Medical Sciences is a medical college, hospital, and medical research Government University located at Saifai in the Etawah District of Uttar Pradesh, India.
- C. The Parties wish to harness and enhance collaborative initiatives within the limits of their possibilities and available resources. The Parties intend to provide the fullest possible mutual assistance to one another within the terms of this MoU (the "**Program**"). This MoU operates subject to the domestic laws and regulations of India and does not modify or supersede any laws or regulatory requirements in force in or applying to India.

In the above premises, the Parties have agreed to enter into this MoU in order to achieve the deliverables of the Program.

NOW THEREFORE IT IS AGREED THAT:

1. Non-Binding

The purpose of this MoU is to establish the terms and conditions under which the Parties will work together for the mutual benefit of each party and the successful execution of the Program. This is a non-financial MoU that sets forth a statement of intent and accordingly does not create any enforceable rights and is not legally binding, however, provisions of the Clause no-4 to 16 shall be legally binding upon the Parties. Both Parties agree that there will be no financial implication of this MoU on either party as a result of any joint programs being created. In case there is a requirement for a project/program where there may be a financial implication for either Party, both Parties will enter into a separate agreement with separate terms and conditions, outside the purview of this MoU.

2. Duration and Amendments

The Parties will begin working together upon the signing of this MoU. The term of this MoU is 24 months from the Execution Date unless canceled by either Party with 30 days advance written notice. This MoU may be amended or modified at any time in writing by mutual consent of both Parties.

3. The Parties for the Purpose, shall explore collaboration in the following areas, including but not limited to:

- a) To collaborate and cooperate with each other in order to enhance the quality of mentoring, training, and research activities.
- b) To provide for the access of facilities of both the parties to Startups and Innovators getting incubated with either of the Party.
- c) Provide opportunities to Startups and Innovators of both the Parties, to use the expertise of faculties & researchers and facilities available with both parties through the exchange of thoughts by brainstorming sessions/seminars/workshops and conferences.
- d) To share research infrastructure and expertise available under a mutually agreed framework.
- e) Provide opportunities to Startups and Innovators of both Parties to work jointly for the common area of interest at the national and international levels. This includes the preparation of joint proposals and their implementation as per the national health priorities.

4. Considerations

Parties have agreed to execute this MoU to deliver specific objectives on best efforts basis only with no financial transactions involved. Financial obligations arise/involved, if any, in this MOU shall be mutually agreed through the written mode.

5. Public Announcements

Either Party can (orally or in writing) publicly disclose, issue any press release, make any other public statement, or communicate with the media concerning the existence of this MoU without the prior written approval of the other Party.

6. Limitation of Liability

- a. It is understood that no party to this MoU is the agent of the other party and no party is liable for the wrongful acts or negligence of the other party. Each party shall be responsible for its negligent acts or omissions and those of its employees, howsoever caused, to the extent allowed by their respective state laws.
- b. It is expressly understood and agreed by the parties that under no circumstances shall FIRST be personally liable for any of the acts/relationship between the Second party & the start-ups.

7. Logo Usage

The use of the name, logo, and/or official emblem of any of the Parties on any publication, document, and/or paper is allowed only, after seeking explicit prior permission in writing from the owner Party concerned.

8. Costs and Expenses

Each Party shall be responsible for all of its share of costs and expenses associated with this MOU, including without limitation the performance of its obligations under this MOU.

9. Confidentiality

- i. Confidential Information includes all communication of information/ideas disclosed/derived in documentary or tangible form between the Parties, including oral, written and machine-readable form. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made. The Party disclosing the Confidential Information shall be referred to as the Disclosing Party. The Party receiving the Confidential Information shall be referred to as the Receiving Party.
- ii. Confidential information includes the information:
 - a. Disclosed by or on behalf of the Disclosing party to the Receiving party,
 - b. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or, otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
 - c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in the maintenance of confidential information.

- d. The Receiving Party will use the confidential information only for the above-mentioned purposes.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent, and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 - iii. was known to Receiving Party prior to disclosure by Disclosing Party,
 - iv. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - v. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - vi. is independently developed by Receiving Party,
 - vii. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - viii. is required by law.
- ix. The confidential information shall remain the sole property of the Disclosing Party.
- x. The obligation of non-disclosure of confidential information shall survive for 3 years after the expiry/termination of this MoU.

10. Represents and Warranties

Each Party hereby represents and warrants that:

- a) It is a duly organized entity, validly existing and fully compliant with all applicable laws.
- b) It has all corporate, statutory, and other authorizations, licenses, and consents necessary to legally execute and perform its obligations under the MOU and shall continue to have all such authorizations, licenses, and consents during the entire tenure of the MOU or any extension thereof, if any.
- c) It has full rights, title, and interests in the outlets or such rights, approvals, and permissions as are necessary to enable it to use the outlets for the purpose of its business.

11. Force Majeure Clause

Neither Party shall be liable for any failure or delay on its part in performing its obligations under this MoU if such failure or delay is due to Force Majeure conditions (such as riots, lockouts, floods, war, government regulations, Acts of God, etc.) in whole or in part makes it impossible for the other party to perform its obligations under this MoU.

12. Arbitration

Any dispute, difference, controversy, or claims ("Disputes") arising between the parties out of or in relation to or in connection with this MOU or the breach, termination, effect, validity, interpretation, or application of this MOU or to their rights, duties or liabilities hereunder, shall be settled by the parties by mutual consultation. If for any reason such Disputes cannot be resolved amicably by the parties, disputes shall be referred to the Arbitral Tribunal consisting of a sole Arbitrator to be appointed mutually by the Parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment of the same and the rules framed hereunder. The venue of the Arbitration shall be Kanpur and the language of the Arbitration shall be English.

13. Notice

Any notice or communication required by this MOU shall be deemed sufficiently given if delivered in person, by certified mail, or by e-mail to the following respective addresses:

If to Institute:

Prof. (Dr) Prabhat Kumar Singh
Designation: Vice Chancellor
email: vcoffice@upums.ac.in

If to **FIRST**

Prof. Ankush Sharma
Director (Ex-Officio Prof-in-Charge Innovation & Incubation IIT Kanpur)
Email: directorpic@iitkfirst.com

14. Authorization and Execution

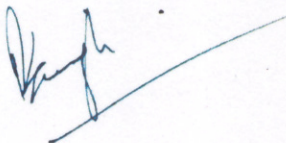
The execution of this MOU does not constitute a formal undertaking and as such it simply intends that each Party shall strive to reach, using commercially reasonable efforts, the goals and objectives stated in this MOU.

15. Governing Law

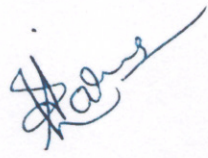
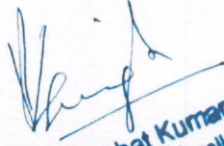
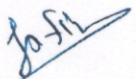
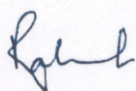
This MOU shall be governed by and construed in accordance with the laws of India.

16. Counterparts

This MOU may be signed by originals or by facsimile or portable document format (PDF) and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one MOU.



IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first written above.

<p>For & on behalf of FIRST</p>  <p>Name: Prof. Ankush Sharma Designation: Director (Ex-Officio)</p>	<p>For & on behalf of Uttar Pradesh University of Medical Sciences</p>  <p>Name: Prof. (Dr) Prabhakar Kumar Singh Designation: Vice Chancellor Uttar Pradesh University of Medical Sciences Safai, Banwar (U.P.)-208130</p>
<p>In the presence of:</p>  <p>1. Name - Mr. Jatin Mishra Designation - Manager (Biotech) & SIB-SHInE</p>	<p>In the presence of:</p>  <p>1. Name - Dr. Rahul Mishra Designation - Prof. Dentistry</p>