



MEMORANDUM OF UNDERSTANDING

BETWEEN

**BANGALORE BIOINNOVATION CENTRE (BBC), BANGALORE
AND
DR. CHANDRAMMA DAYANANDA SAGAR INSTITUTE OF MEDICAL
EDUCATION AND RESEARCH (CDSIMER)**

This Memorandum of Understanding ("MOU") is entered into force from the date of execution of this agreement by and between:

Bangalore Bioinnovation Center ("BBC"), a Section 8 company and a joint initiative of Department of Biotechnology, Government of India and Department of Electronics, IT, BT and S&T, Government of Karnataka, having its principal place of business at Helix Biotech Park, IBAB Campus, Electronics City Phase 1, Bengaluru, Karnataka 560100, India, represented by and through its Managing Director, Dr Jitendra Kumar, which expression shall where the context so admits, mean and include its successors, representatives and permitted assigns .

And

Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (**CDSIMER**), Devarakaggalahalli Village, Harohalli Hobli, Kanakapura Taluq, Ramanagara Dist. Bengaluru – 562112 where Dr A. C Ashok Dean and Principal, CDSIMER.

Hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS BBC is a state-of-the-art translational research and entrepreneurship center that works closely with Karnataka Innovation & Technology Society, a nodal center for implementing schemes of the Department of Electronics, IT, BT and S&T, Government of Karnataka & its startup cell for catering to all the needs of start-ups in life science. As a world class incubation center with central instrumentation facility in a 10-acre campus with total built up area of above 60,000 sq. ft., the Centre caters to the broad areas of Life Sciences, i.e., Healthcare (MedTech & Pharma/Bio-Pharma), Agriculture, Food/Nutrition, Industrial Biotechnology and Environmental Biotechnology.

WHEREAS CDSIMER is engaged in providing medical education, health care facilities and research activities.

WHEREAS the Parties recognize the mutual interest to collaborate for the purpose of research.



Dr. A.C. ASHOK MOHND, DA
Principal, CDSIMER

Dr Chandramma Dayananda Sagar
Institute of Medical Education & Research, DSU
Devarakaggalahalli, Kanakapura Road,
Ramanagara Dist - 562112, Karnataka

SCOPE OF WORK

1. The researcher and/or his/her team from CDSIMER will collect and process the blood samples/tissue fluids or biopsy specimens from consenting patients after the approval from the CDSIMER- Institutional Ethics Committee and transport them to BBC.
2. BBC will provide the infrastructure, facilities to analyse the samples and also facilitate the training of the researcher from CDSIMER on the use of the relevant equipments for the research related but not limited to
 - Cell culture
 - Pharmacokinetics using HPLC/LCMS
 - Genetics/Genomic studies using RTPCR
 - Flow cytometry or
 - Any other collaborative research mutually agreed upon
3. The research faculty of CDSIMER will conduct the research activities in the facilities provided by BBC. Additionally any of the researcher from BBC will also participate in research work of mutual interest.
4. CDSIMER and BBC will publish papers or file Intellectual Property benefiting both the institutions based on the results of the tests.

Implementation of MoU

1. The persons responsible for the work stated under "Scope of Work" at their respective institutions for the collaboration are Dr. Jitendra Kumar at BBC and Dr. Pratibha Nadig at CDSIMER.
2. The Party having the responsibility to conduct an agreed activity under this Memorandum of Understanding, shall apply its own administrative and financial regulations and comply with its own practices, unless provided otherwise in this MoU. It shall apply its own practice in terms of organization, logistical arrangements and other activity-specific matters, unless otherwise agreed between the Parties.
3. For agreed activities conducted by a Party and financed, in full or in part, by the other party, administrative and financial modalities shall be defined in advance between the Parties.
4. In all instances, each party shall cover the expenses related to the participation of its nominees in the agreed activities out of its own financial resources.
5. No provision of this agreement shall be construed so as to interfere in any way with the Parties respective decision-making processes with regard to their own respective affairs and operations.

Confidentiality and IPR – Protection

1. Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that has a need to know for purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to



Dr. A.G. ASHOK M.B.B.S., DNB, DA
Principal & Dean
Dr Chandramma Dayaranda Sagar
Institute of Medical Education & Research, DSU
Devarakaggalahalli, Kanakapura Road,
Ramanagara Dist - 562112, Karnataka

disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of work.

2. Both parties can seek intellectual property rights on joint names of the parties as mutually agreed on case-to-case basis.
3. Intellectual property generated, if any, during the activities under the MOU shall be shared jointly, provided BBC has contributed to the process or product development
4. There shall be a separate agreement signed by both the parties including the researcher involved.
5. The extent of ownership shall be shared by the parties proportionally to their respective intellectual, material and financial contributions.
6. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the BBC and CDSIMER.

Publication : Publications if any in respect of the activity under this MOU shall be in the names of involved personnel from both the parties. In all publications (papers, reports) it will be duly acknowledged that the work has been carried out by BBC and CDSIMER under this MOU between the parties.

Duration: This MOU shall be valid for a period of three years from the date of execution and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon.

Termination: Notwithstanding clause 6, this MOU may be terminated by either party by giving a ONE month notice in writing to the other party. Either of the parties shall honour within a mutually agreed period, the outstanding commitments if any as on the date of termination.

Arbitration: In the event of any dispute or difference between the parties here to, such difference shall be resolved amicably by mutual consultation. Where it could not be resolved so, then the MOU stands cancelled.

Jurisdiction: All legal disputes shall be subjected to the jurisdiction of the courts in Bengaluru, state of Karnataka, India only.

Modification: No modification to this MOU shall be binding unless made in writing and signed by both parties.

Force Majeure: Any of the parties here to shall not be released from its obligations for any reason except when the personnel of either party is unable to discharge the services due to health reasons.



Dr. A. C. ANILKUMAR, DNB, DA
Principal
Dr. Chandrashekhara Devarakoppa Sagar
Institute of Medical Education & Research, DSU
Devarakoppalshahli, Kanekapura Road,
Ramnagara Dist - 562112, Karnataka

POINTS OF CONTACT:

For and on behalf of CDSIMER

Dr. A. C Ashok

Dean/Principal

Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (CDSIMER),
Devarakaggalahalli Village,
Harohalli Hobli,
Kanakapura Taluq,
Ramanagara Dist
Bengaluru- 562112


For and on behalf of BBC

Dr. Jitendra Kumar

Managing Director

Helix Biotech Park, IBAB Campus
Electronics City Phase 1, Bengaluru,
Karnataka 560100

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

<p>For BANGALOR BIOINNOVATION CENTRE</p>  <p>Authorized Signatory</p>	<p>For Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (CDSIMER).</p> <p>Dr. A. C. ASHOK, M.B. DNB, DA Principal & Dean Dr Chandramma Dayananda Sagar Institute of Medical Education & Research, DSU Devarakaggalahalli, Kanakapura Road, Ramanagara Dist - 562112, Karnataka</p> <p>Authorized Signatory</p>
<p>Witness:</p>	<p>Witness:</p>
<p>Date: 13 / 3 / 2023</p>	<p>Date: 13 03 2023</p>

DATED 30th THIS DAY OF DECEMBER 2023

Between



UOC SDN. BHD.
(Company No.: 2019 0103 0593) (1339923-X)

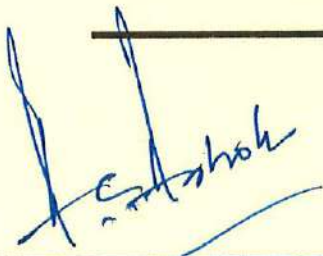
AND



DAYANANDA SAGAR
UNIVERSITY

DAYANANDA SAGAR UNIVERSITY
(KARBIL/2001/47147)

MEMORANDUM OF UNDERSTANDING



Memorandum Of Understanding
First Party : UOC Sdn. Bhd.
Second Party : Dayananda Sagar University

THIS Memorandum of Understanding is made on 30 day of December 2023

BETWEEN:

UOC Sdn. Bhd. (Company No: 2019 0103 0593) (1339923-X), [as the registered owner of the University of Cyberjaya (Registration No. DU053(B), a private university registered under the Malaysian Private Higher Educational Institutions Act, 1996 (Act 555)] and having its business address at Level 8, Tower Block, University of Cyberjaya, Cyber 11 Persiaran Bestari, 63000 Cyberjaya Selangor, Malaysia [hereinafter "UOC"], of first part;

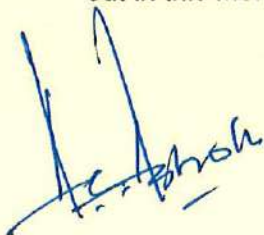
AND

Dayananda Sagar University (KARBIL/2001/47147) is a private university incorporated in Karnataka, India and having its business address at Devarakaggalahalli, Harohalli, Kanakapura Main Road, Ramanagara, Karnataka, India - 562112, (hereinafter referred to as "DSU").

(Hereinafter, UOC and DSU shall jointly referred to as the "Parties" and singularly as "Party".)

WHEREAS,

- (a) UOC is private university offering various diploma, degree, masters, and doctorate programmes with specialisation in medicine, pharmacy, business management and allied health sciences, amongst others;
- (b) DSU was established in 2013 in Bangalore, Karnataka (India). The university is ranked 4th among new universities by Karnataka Rating Framework (KSURF) and is top ranked in International Collegiate Programming Contest (ICPC) India Regional Finals. DSU offers various degree, masters, and doctorate programmes with specialisation in medicine, pharmacy, business management and allied health sciences; and
- (c) The Parties are desirous to promote joint training and development activities of mutual interest areas in accordance with the parties' respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, as set out in this Memorandum of Understanding ("MOU").



1. THE OBJECTIVES

The Parties intend to work collaboratively with the other and has agreed to enter into this MOU based on the following:

- 1.1 Both Parties, subject to the terms of this MOU and the laws, rules, regulations, and national policies from time to time in force in Malaysia, will endeavor to strengthen, promote and develop academic and research co-operation between the Parties on the basis of equality and mutual benefit.
- 1.2 To further explore such opportunities in areas of mutual interest for collaboration built on the strength of the Parties especially in the field of medicine, allied health, business, management, IT and psychology.
- 1.3 To define the obligations and responsibilities of each of the Parties including but not limited to and where applicable, their respective rights, rates and pricing, and other legal and commercial terms and conditions in pursuance of the agreed activities to further detail and regulate the relationship between the Parties hereto.

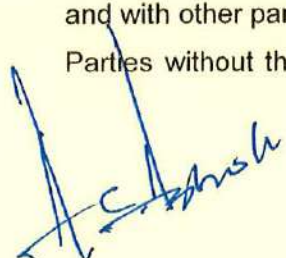
The Parties shall observe this MOU based on the spirit of cooperation and respect and do their best effort to achieve the objective of the collaboration between the Parties.

2. MANAGEMENT COMMITTEE

The Parties shall appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

3. ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Parties without the other Party's consent in writing. Financial commitment from each



party for a collaborative activity shall be agreed upon separately by all parties prior to the event.

4. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

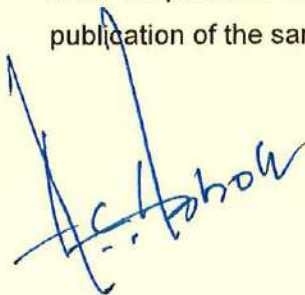
4.1 The terms with respect to title and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 1. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.

4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

4.3 The use of the name, logo and/or official emblem of UOC or DSU as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.

5. PUBLICATION

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.



6. REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

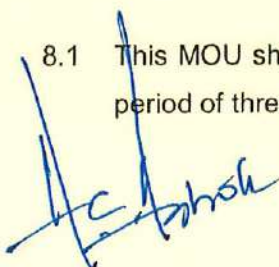
- 6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 6.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.
- 6.3 It is expressly understood and agreed by the Parties hereto that all information furnished by either party hereto to the other Parties, whether prior to signing of this MOU or during the term hereof, is the proprietary information and constitute the trade secret of the disclosing Party. Accordingly, such information shall be held in strict confidence by the recipient Party and shall not be disclosed to any third party or reproduced in any form.
- 6.4 The recipient Party in any way whatsoever at any time during the term of this MOU or thereafter without the prior written consent of the disclosing Party except where if the disclosure of such information (i) is required to be released by law; (ii) where it has come into the public domain; (iii) information is already in the possession of the receiving Party prior to the disclosure of the information; (iv) information which is rightly received by the receiving Party from third parties without any breach of confidentiality obligations and (v) information which has been independently developed by the receiving Party.
- 6.5 Clauses 6 will survive the expiry or termination of this MOU for five (5) years from the date of expiry or termination of this MOU.

7. AMENDMENTS

This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

8. TERMS OF MOU

- 8.1 This MOU shall commence on the Effective Date and shall remain in force for a period of three (3) years.



Memorandum Of Understanding

First Party : UOC Sdn. Bhd.

Second Party : Dayananda Sagar University

- 8.2 Either Party may terminate this MOU by written notice to the other Party of its desire to terminate by giving three (3) months' notice in advance.
- 8.3 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.
- 8.4 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

9. DISPUTE RESOLUTION

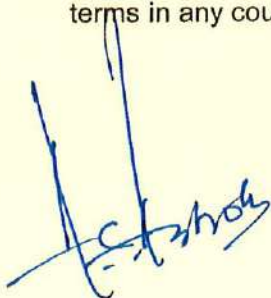
Any disputes arising under or in connection with this MOU that cannot be resolved by amicable discussions between the Parties shall be referred to the signatories of this MOU or his/her successor, or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties without reference to any international tribunal.

10. SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension shall take effect immediately after notification has been given to the other Party.

11. NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein and save for Clauses 5, 6, 7 and 9, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties. Clauses 5, 6, 7 and 9 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.



12. NOTICE

Any communication under this MOU will be in writing in the English language and delivered by courier or sent to the electronic mail address of the Parties, where the communication is considered to given or served based on the following condition:

12.1 If by courier, three (3) business days [or seven (7) days if from East Malaysia or an international address] from the date of posting/courier pick-up date; or

12.2 If by electronic mail, the next day after the mail is sent to the recipient party's correct electronic mailing address

UOC Sdn. Bhd.

Level 8, Tower Block,
Cyber 11, Persiaran Bestari,
63000 Cyberjaya,
Selangor
Tel: 03 - 83137000
Attn: Center for Collaborative
Programmes
Email: ccp@cyberjaya.edu.my

Dayananda Sagar University (DSU)

Main Campus Devarakaggalahalli,
Harohalli Kanakapura Road, Dt,
Ramanagara, Karnataka 562112
Tel: +919705170007
Attn: Ms. Supriya Mathew,
Vice President- International Affaires
Email: vpint@dsu.edu.in

13. ASSIGNMENT

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

14. WAIVER

Any right or remedy conferred upon either of the Parties shall be in addition, and without prejudice, to all other rights, powers and remedies available to that Party, and no exercise or failure to exercise or delay in exercising any right, power or remedy shall constitute a waiver by that Party of that or any other right, power or remedy, or prevent the further exercise of that or any other right, power or remedy



15. SEVERABILITY

If any one or more of the provisions contained in this MOU shall be deemed invalid, unlawful, or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

16. VARIATION

Any amendments, variations, modifications to this MOU shall be made in writing and signed by each of the Parties. The terms of this MOU shall not be deemed or construed to be modified, amended, rescinded or cancelled in whole or in part, except by such written MOU of the Parties.

17. AUTHORITY AND RELATIONSHIP

17.1 Each Party shall be solely responsible for its own acts and omissions including those of its directors, employees, consultants and other agents. A Party shall not have the authority nor shall it purport to act for, or legally bind, any other party in any transaction with a third party, except as authorized accordingly.

17.2 Nothing in this MOU constitutes or is to be construed to constitute a Party as the partner, agent, employee or representative of the other Party. A Party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligations on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.

18. COSTS AND EXPENSES

Each Party must bear its own costs and expenses (including, but not limited to, legal fees) incurred in respect of the negotiations, preparation and execution of this MOU.

19. ANTI-CORRUPTION



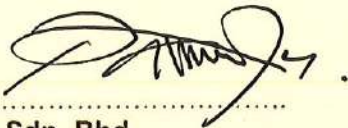
The Parties hereby agree not to directly or indirectly, commit any act which is deemed to be in act/offence of corruption practice by any applicable law worldwide, including the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time.


20. GOVERNING LAW

This MOU shall be governed by and construed in accordance with Malaysian laws and both Parties shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Malaysia.

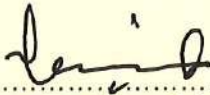
IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed on the day and year first abovementioned.

Signed for and on behalf of UOC,



UOC Sdn. Bhd.
(Company. No.: 2019 0103 0583) (1339923-X)
Name: **Dato' Hj Abd Rashid Bin Hj Mohd Shariff**
Designation: Director, UOC Sdn. Bhd.
Company Stamp: 

Witnessed by,



Name: **Prof. Dr. Zabidi Hussin**
Designation: Vice Chancellor

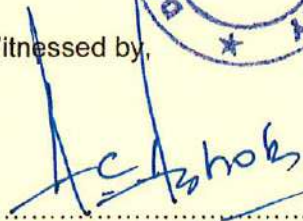
Signed for and on behalf of DSU,



Dayananda Sagar University
(KARBIL/2001/47147)
Name: **Dr. Puttamadappa C**
Designation: Registrar, DSU
Official Rubber Stamp:



Witnessed by,



Name: **Dr. Ashok C**
Designation: Principal CDSIMER, DSU

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Memorandum of Understanding between Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA)



and

Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (CDSIMER)

- (i) *Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA)*, a registered society devoted to yoga research and applications recognized as a Deemed to be University by the UGC in 2002 based in Bengaluru located at #19, 'Eknath Bhavan', Gavipuram Circle, Kempe Gowda Nagar Bengaluru - 560 019, India and its Head Quarters at Prashanti Kutiram, Swami Vivekananda Road, Kalluballu Post, Anekal, Jigani, Karnataka 560105, hereinafter referred to as S-VYASA.

And

- (ii) Dayananda Sagar University, a state private university established under Dayananda Sagar University Act, 2012 under the Karnataka Act No.20 of 2013 published through Official Gazette and the University is running its Medical College and Hospital under the name Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research having the address Devarakaggalahalli, Harohalli, Kanakapura, Ramanagara-562112 hereinafter referred to as CDSIMER.

Section 1 Recitals

1.1 On Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA)

- Whereas S-VYASA has done extensive scientific research in Yoga and its applications over the last 40 years, standardized the modules of yoga suited for various applications of yoga including mental health, Yoga in education, yoga for stress management, etc.:
- Whereas S-VYASA has published 600 research papers on yoga and its applications in leading national & International Journals, as BMJ, Journal of Asthma, etc:
- Whereas S-VYASA has extended its activities in several countries around the globe including USA, UK, Japan etc.: through their research and educational MoU's
- Whereas S-VYASA has been receiving grants from the Ministry of Health, Department of ISM& H, Government of India, Central Council of Yoga & Naturopathy (CCRYN), New

- Delhi, Indian Council of Medical Research, New Delhi, department of Science & Technology, New Delhi etc., for research projects:
- e. Whereas the specialists in the field of engineering, medicine, surgery, education and AYUSH in S-VYASA have acclaimed many awards for their outstanding contributions to the society in their own field as well as in Yoga: including Padma awards:
 - f. Whereas S-VYASA has trained a large number of Yoga teachers and Researchers and is continuing to train them in their International headquarters in Prashanti Kutiram, Bengaluru and various cities around the Globe:
 - g. Whereas S-VYASA have had collaborative research projects with Indian Institute of Science, Ramaiah Medical College, Kidwai memorial Institute of Oncology, Bangalore Institute of Oncology, etc. in Bangalore, Jaslok Hospital in Mumbai, Royal Free Hospital in London, Middles borough Hospital in U K and has MoU with the University of South Florida, center for positive health, Tampa Florida in USA, Hindu University of America, Orlando, Florida, USA and are continuing the research with MDACC, Houston, Texas, Nottingham University and several others for purposes of running Yoga courses and Yoga research.

Section 1.2 On Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (CDSIMER)

- a. Whereas CDSIMER being a part of Dayananda Sagar University has valid permission from National Medical Council (NMC) to establish and conduct MBBS educational program and as a part of the well-established medical college also runs medical hospital through which it provides medical treatment services to the public at large.
- b. Whereas CDSIMER is desirous of collaborating with S-VYASA for Education, Research and patient care by keeping in view and complying with applicable rules and regulations of NMC and other such bodies governing the programs run by CDSIMER.

Section 2 The Understanding:

2.1 S-VYASA Covenants:

- a. S-VYASA agrees to offer Prashanti Kutiram campus with all its infrastructure and faculty to augment the efforts of CDSIMER in providing services, training in Yoga and Integrative Medicine leading to different joint certificate, Diploma or Degree courses for providing experts for Yoga and integrative medicine research projects in the field of medicine and allied medical sciences.

- b. S-VYASA to help with personnel for conducting short term and long-term yoga and integrative medicine courses at CDSIMER as needed.
- c. S-VYASA agrees to initiate collaborative research projects on yoga and its application to health. Financial arrangements for such collaborations shall be decided by parties on a case by case basis.
- d. S-VYASA agrees to exchange students and faculty with CDSIMER for purpose of training, research and services in yoga and its applications to health.
- e. S-VYASA agrees to provide its infrastructure and personnel to have joint efforts to conduct seminars, workshops, symposia and conferences related to yoga and integrative medicine.

2.2 CDSIMER covenants

- a. CDSIMER agrees to offer its infrastructure and faculty for purpose of collaborative ventures with S-VYASA in the field of yoga and its applications to health.
- b. CDSIMER agrees to provide its infrastructure and expertise towards collaborative research projects related to yoga and integrative medicine.
- c. CDSIMER agrees to exchange students and faculty with S-VYASA for purpose of training, research and services in yoga and integrative medicine.
- d. CDSIMER agrees to provide its infrastructure and personnel to have joint efforts to conduct courses, seminars, workshops, symposia and conferences related to yoga and integrative medicine

2.3 Intellectual Property

- a. S-VYASA agrees to share, with CDSIMER, its well-developed research labs and research team to conduct research projects related to Yoga and integrative medicine at S-VYASA campus as well as in various parts of the World wherever the work of S-VYASA has rooted itself. If CDSIMER uses S-VYASA's facilities for research purposes that are not "joint research project" of CDSIMER and S-VYASA, then CDSIMER shall pay no costs or minimal costs for the use of such facilities. For any research project which is not a "joint research project", if CDSIMER uses S-VYASA's resources then only CDSIMER will have rights to any such research outcomes, and CDSIMER shall be the sole owner of any intellectual property arising from such research. If the parties use S-VYASA facilities or personnel for joint projects, then they will together decide on the place for conducting such research and the personnel to be involved in any such research. For each such research project the parties shall agree in writing as to the scope, place and personnel required,

together with the costs, contribution of each and the rights and duties of each party, prior to starting any such research project.

b. Each faculty/researcher working on CDSIMER projects or on joint projects of CDSIMER and S-VYASA shall agree to sign such agreements as are reasonably requested by CDSIMER to protect the interests of CDSIMER and/or S-VYASA, as applicable. The terms of this section shall be an independent covenant and shall survive any termination or expiration of this MOU for any reason whatsoever.

c. This MOU is on non-exclusive basis and, each party shall be free to pursue its business/services and engage in other such research without the consent of the other and shall be the sole owner or co-owner with its collaborators, of any such research, its outcome and findings.

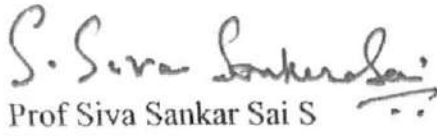
2.4 Mutual Covenants

a. The two institutions agree to exchange faculty and personnel, subject to the financial terms agreed between the parties in writing, for mutual benefit and for conducting programs in accordance with the terms of this Agreement. Upon agreement any financial terms between the parties shall be effective when committed to writing, signing by both parties. Any such agreement shall automatically become a part of this MOU. However, nothing in this MOU obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. Neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby and such other party is not entitled to commit any financial obligations/resources on behalf of the opposite party, except as expressly provided in a separate written agreement signed by both parties

b. S-VYASA and CDSIMER agree that the parties will work diligently to establish a system whereby students admitted at either campus shall be allowed to take a part of or the whole of the program and/ or research for which such student has registered at the other campus. Details of the logistics of such arrangements shall be effective when committed to writing signed by both parties. Once finalized in writing signed by both parties, such writing shall automatically become a part of this agreement.

c. Both S-VYASA and CDSIMER agree to co-operate for branding, publicity and teaching purposes. Each party shall have the right to advertise and carry out branding activities reflecting the co-operation contemplated by this MOU. For such branding purposes each party grants the other a limited license to use its name, logo and other service mark, trade mark and materials. Neither party shall acquire rights in the other's service mark, trademark or materials by any such limited use. The parties shall provide to each other a copy of any such material in which the other has been represented in any form or fashion. The parties will co-operate to overcome any

- b. This Agreement shall be governed by laws of India with preference to Karnataka State Laws and the Legal Courts at Bangalore, India alone shall have exclusive jurisdiction for this agreement.
- c. If any provision of this MOU is unclear or otherwise determined to be illegal or unacceptable, then this MOU shall be interpreted so as to limit the scope of any such provision to the extent required to render the rest of the MOU effective.
- d. Whereas the two organizations S-VYASA and CDSIMER hereby agree to the above conditions and sign this MOU on the 20 April 2023.
- e. This MOU may be executed in two original counterparts both of which in which case will constitute one document and both will be treated the original copy


Prof Siva Sankar Sai S

Registrar, S-VYASA


Dr A C Ashok

Dean, CDSIMER


Witness


Witness



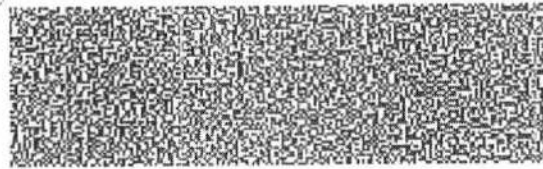
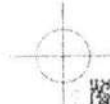
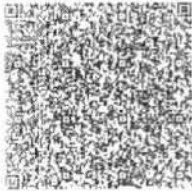
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MEMORANDUM OF UNDERSTANDING

Secondary and Tertiary Care for beneficiaries with Club Foot under Rashtriya Bal Swasthya Karyakram (RBSK) programme, National Health Mission, Govt. of Meghalaya.

- (i) The Government of Meghalaya, in order to improve service access for children with Club Foot between 0 -18 years, screened and identified by the Rashtriya Bal Swasthya Karyakram (RBSK) programme, National Health Mission Meghalaya.
- (ii) Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (CDSIMER), Devarakaggalahalli, Kanakapura(tq), Ramanagara(dist) Karnataka-562112.

Statutory Alert:

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GOVERNMENT OF KARNATAKA, DEPARTMENT OF REVENUE, OFFICE OF THE ASSISTANT COMMISSIONER, HAROHALLI, KARNATAKA

CDSIMER, Devarakaggalahalli, Kanakapura(tq), Ramanagara(dist) Karnataka-562112. and National Health Mission, Health & Family Welfare Department, Govt. of Meghalaya have decided to partner to provide services related to Club Foot beneficiaries under Rashtriya Bal Swasthya Karyakram (RBSK) programme, in need of higher level of medical intervention, from all the Districts of the State.

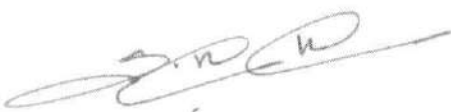
This Memorandum of Understanding (MoU) is signed between National Health Mission, Health & Family Welfare Department, Govt. of Meghalaya (herein referred to as NHM Meghalaya) represented by the Mission Director, NHM Meghalaya (which expression shall include his successors, assigns and administrators) on the one part and CDSIMER, Devarakaggalahalli, Kanakapura(tq), Ramanagara(dist) Karnataka-562112.(herein referred to as CDSIMER) represented by Principal CDSIMER, DSU (which expression shall include successor, assigned and administrator) of the other part.

Objectives of Partnership:

1. Conducting screening camps to identify children with Club Foot after discussion with RBSK Consultant in collaboration with District Early Intervention Center (DEIC), West Garo Hills District and Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (CDSIMER), Devarakaggalahalli, Kanakapura(tq), Ramanagara(dist) Karnataka-562112..
2. Provide comprehensive care for selected health condition under RBSK interventions in: Defects at Birth: Club Foot cases in collaboration with Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (CDSIMER), Devarakaggalahalli, Kanakapura(tq), Ramanagara(Dist) Karnataka-562112.

1. Role of National Health Mission Meghalaya

1. NHM Meghalaya, through the Rashtriya Bal Swasthya Karyakram (RBSK) programme staff based at Blocks and Districts will be conducting child health screening camps from age group of 0 – 18 years covering all Anganwadi centre, Govt. and Govt aided schools in the State.
2. Through the mentioned health screening camps, NHM Meghalaya will refer children identified with Club Foot to the screening camps.
3. Children eligible for treatment and care through Rashtriya Bal Swasthya Karyakram (RBSK) will be provided with a DEIC referral card.
4. NHM Meghalaya will cover the travelling costs, accommodation of patients in bringing them from place of stay to the facility and fooding during hospital stay.
5. Holy Cross Hospital-Tura has been identified as the point for surgery/management of these cases.



2. Role of CDSIMER:

1. **Support for surgeries** for children with clubfoot in the Garo Hills districts at Holy Cross Hospital, Tura through visit of your team of pediatric orthopedicians and pediatric anesthetists. We will require visits every 3- 4 months till the pending cases are operated. Any children who are high-risk and may require ICU care post op or multiple surgeries may kindly be accommodated at CDSIMER in Devarakaggalahalli, Kanakapura(tq), Ramanagara(dist) Karnataka-562112.
2. **Training of primary health care workers** (MLHP, physiotherapist, DEIC staff) on early detection and management of Clubfoot through Ponseti method. This will require a 3-5-day training for the personnel by your staff, at different districts.
3. **Research to understand the high incidence** of congenital anomalies in children in Meghalaya and investigation of the causes, in collaboration with geneticists, pediatricians and public health experts, through ICMR if possible.

1. Relationship

- a. The parties may by consent amend or alter this agreement for any purpose whatsoever including for the purpose of removing any difficulties on the implementation of this agreement, with prior consultation and agreement between both parties.
- b. In the event of any approval required from any authority for implementing this agreement, it shall be the joint responsibility of NHM Meghalaya, and CDSIMER, Devarakaggalahalli, Kanakapura(tq), Ramanagara(dist) Karnataka-562112. to produce such approval.

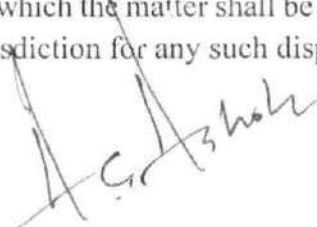
2. Payment

At the end of every month, CDSIMER will provide a monthly report of all patients treated, in a mutually agreed upon format and provide the bills in actual for the same. The payment for this would then be released upon receipt of the bills by NHM Meghalaya.

If the expenditure incurred exceeds over and above the model costing budget, the resultant excess expenditure will be discussed between the parties for decision regarding payment, a case-to-case basis.

3. Dispute Resolution and Court Jurisdiction

Any future disputes between the two parties, maybe mutually resolved by the Office of the Mission Director, NHM Meghalaya and CDSIMER, failing which the matter shall be referred to arbitration and Courts of Shillong shall have the exclusive jurisdiction for any such dispute.



4. Miscellaneous

- (I) Regular convergence meetings between RBSK Consultant-NHM, CDSIMER, Devarakaggalahalli, Kanakapura(tq), Ramanagara(dist) Karnataka-562112. will be conducted to ensure adherence to agreed objectives, standards, and guidelines.

5. Agreement Commencement and Duration

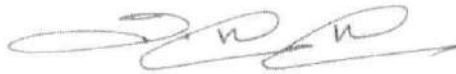
The MoU shall be deemed to have come into force from 1st of June 2023 and shall be valid initially for a period of one year, to be extended annually by mutual agreement upon performance of the responsibilities.

6. Termination of the Contract

This agreement may be terminated with minimum three months clear notice, by either of the party unless otherwise mutually agreed upon.

In witness thereof the parties hereto signed this MoU on this 20th May 2023 at Shillong, East Khasi Hills District of Meghalaya.

For NHM Meghalaya,

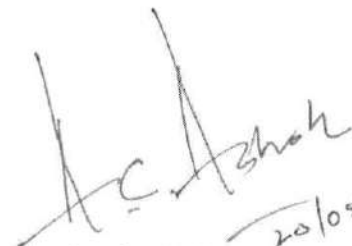


Shri. RamKumar S, IAS,

Mission Director
National Health Mission
Meghalaya, Shillong

**Jt. Secretary to the Govt. of Meghalaya
cum Mission Director NHM.**

For CDSIMER, Devarakaggalahalli,
Kanakapura(tq), Ramanagara(dist)
Karnataka-562112.



20/05/2023
Authorised Signatory

**Principal
CDSIMER**

**Devarakaggalahalli,
Kanakapura(tq), Ramanagara(dist)
Karnataka-562112.**

Dr. A.C. ASHOK, MS, DNB, DA
Principal & Dean
Dr. Chandramma Dayananda Sagar
Institute of Medical Education & Research, DSU
Devarakaggalahalli, Kanakapura Road,
Ramanagara Dist., Karnataka-562112

Witness

1. B. Clouin

2. N. Chhara
(State RBSK Consultant)

Witness

1. R. L. J. Shu D.V.R. AMBETHI L.S.

2. S. K. L. Singh
DR. SACHIN N. H. G.

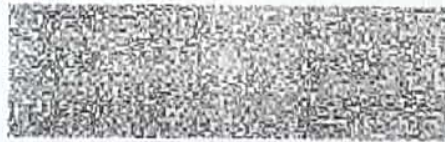


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 Second Party : CDSIMER
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 Stamp Duty Amount(Rs.) : 200
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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made today on 25th November 2021 between, **Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (A unit of DSU)**, Devarakaggalahalli, Harohalli Hobli, Kanakapura (Tq) Ramanagara Dist, Karnataka India - 562112 represented by its duly authorised signatory namely its Special Officer Dr.Madan.S.Gaekwad of the one part (also referred as FIRST PARTY),

Signature

1

Signature



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AND

Spastics Socceity of Karnataka (SSK), at No.31, 5th cross, off 5th Main Indiranagar, 1st Stage, Bangalore - 560 038, a non-government and non-profitable organization registered as a Society under the Karnataka Societies Registration Act, 1960 represented by its duly authorized representative, namely Smt. Rukmini Krishnaswamy, Director of the said Society of the **other part (also referred as SECOND PARTY)**

Whereas

- a) **Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (A unit of DSU)**, Devarakaggalahalli, Harohalli Hobli, Kanakapura (Tq) RamanagaraDist, Karnataka India- 562112 has been established with object of promoting healthcare services and medical education.
- b) SSK of the other part has been established as a Society with charitable objectives and purposes of promoting activities for the prevention of Developmental Disabilities and providing early intervention, education and rehabilitation and care, welfare and advancement of Developmental Disabilities and for several objectives connected with or ancillary to these aims, as are fully enumerated in its Memorandum of Association, a copy of which is annexed hereto; and
- c) In furtherance of the respective aims and objectives, the FIRST PARTY and the SECOND PARTY intend to collaborate with each other to provide Medical services to children with neuro muscular disorders and development disabilities referred by Spastics Society of Karnataka (Second Party) at **Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research (A unit of DSU)**, Devarakaggalahalli, Harohalli Hobli, Kanakapura (Tq) RamanagaraDist, Karnataka India - 562112.
- d) The collaboration is with the altruistic objectives of providing OPD consultation services free of Cost and other Medical Services at very nominal rates for children with neuro muscular disorders and development disabilities, with a broad spectrum approach; and to provide space to Spastics Society of Karnataka to conduct group

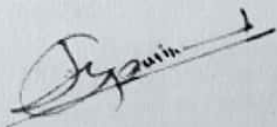


intervention program for about 70 children spread across 5 half days a week.

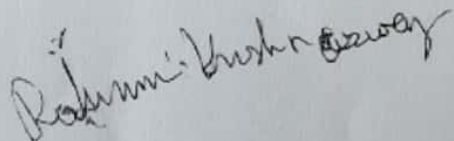
- e) The FIRST PARTY has the necessary experience, expertise & infrastructure at their disposal to provide such services to children with neuro muscular disorders and development disabilities in such matters, on day to day basis to address various problems and having established diagnostics and research Centre in various medical fields.
- f) The Spastics Society of Karnataka has on its part been rendering exemplary services in rehabilitation which includes paramedical; therapy; educational; vocational; counselling; family support services for children with special needs with special emphasis on the poor and downtrodden sections of society.

NOW THEREFORE, THIS MEMORANDUM OF ASSOCIATION WITNESSETH THAT ;

- a) Both the parties shall collaborate broadly and specifically in conducting such activities as are needed to promote their common objectives aforementioned.
- b) Towards this end, the FIRST PARTY having necessary experience, expertise & infrastructure at their disposal to provide such services to children with neuro muscular disorders and development disabilities in such matters, on day to day basis to address various problems and having established diagnostics and research Centre in various medical field, shall offer OPD consultation services free of Cost and other Medical Services at very nominal rates for children with neuro muscular disorders and development disabilities, with a broad spectrum approach; and to provide space to Spastics Society of Karnataka to conduct group intervention program for about 70 children spread across 5 half days a week. And also provide transport to children who attend group intervention program.
- c) The SECOND PARTY shall collaborate with activities in such a manner as will be in harmony with the normal and established practices prevailing with FIRST PARTY.
- d) The research findings of the FIRST PARTY, resulting from permitting research, if any and generated during the period of this collaboration







shall be fully available to the SECOND PARTY upon the specific request made by it to the SECOND PARTY.

- e) The SECOND PARTY shall not have the liberty of disseminating the results of any such permitted research to others without the permission of the FIRST PARTY nor to market the data or findings of such research, unless agreed to by the FIRST PARTY on such terms as it may decide.
- f) This agreement shall be in nature of a license, terminable at the option of the FIRST PARTY, subject to this its term shall be five years from the date of its last expiry, namely 1st October 2021 renewable on mutual consent.
- g) In the case of any dispute between the parties hereto on the terms and conditions of this agreement or matters arising therefrom, as well as all ancillary matters, either party can terminate the MOU with three month notice.
- h) Both the parties have been respectively authorized by suitable resolutions of the governing bodies to enter into their Memorandum of Understanding.

In witness whereof both the parties have set their hands to this deed today on 1st October 2021 at Bangalore

Dr. Madan S. Gaekwad
Dr. MADAN. S. GAEKWAD
MD, DCP, AMP (IIMB)
Special Officer - DSU
Dr. Chandramma Dayananda Sagar Institute of
Medical Education and Research (CDSIMER)
Special Officer of Dayananda Sagar University
Dr. Chandramma Dayananda Sagar
Institute of Medical Education and
Research, (A unit of DSU)

Rukmini Krishnaswamy
Rukmini Krishnaswamy
Director
Spastics Society of Karnataka



Witnesses:

1. *B.K. Venkatesh* 9448383309 *EM-SSK*



2. *Asha Benakappa*
Dr. Asha D. Benakappa
Head of the Department
Department of Pediatrics
CDSIMER
KMC-21189



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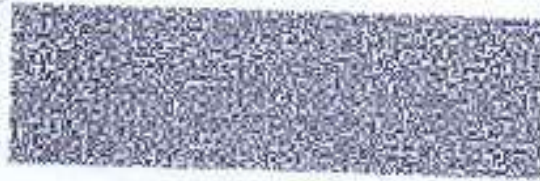
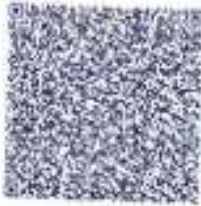
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 Description of Document : Article 12 Bond
 Description : AGREEMENT
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 (Zero)
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 Second Party : CDSIMER HOSPITAL
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 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding signed on this 8th of December, 2021 is between **Dr. Chandramma Dayananda Sagar Institute of Medical Education & Research**, Situated at Devarakaggalahalli, Kanakapura Road, Harohalli, Ramanagar Dist, Karnataka- 562112. Here after called **CDSIMER**



Kubek Nanda And *[Signature]*



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VITTALA INTERNATIONAL INSTITUTE OF OPHTHALMOLOGY, a unit of Sri Keshava Trust, CA site 1, 2nd cross, 2nd Main, 7th block, Hosakerehalli, Banashankari 3rd stage, Bangalore - 560085, here after called **VIIO**.

Whereas **CDSIMER** is willing to partner with **Vittala International Institute of Ophthalmology** for Screening & treatment of their patients for Diabetic Retinopathy, Retinopathy of Prematurity & Paediatric Ophthalmology services. **VIIO** has agreed for the same as detailed below.

A. Diabetic Retinopathy.

1. The Hospital shall screen & identify the patients with Diabetic Retinopathy at **CDSIMER**.
2. **VIIO** shall arrange for the visit of their Advanced Mobile Eye Care Unit to **CDSIMER** on a pre-fixed day every month along with an Ophthalmologist. The **VIIO** shall conduct further screening, if required. **CDSIMER** shall provide the details of contact persons in **CDSIMER** to **VIIO** team for coordinating the activities.
3. **CDSIMER** shall coordinate scheduling of patients for their visit & treatment.
4. Laser treatment by an Ophthalmologist for patients diagnosed with Diabetic Retinopathy in **CDSIMER** shall be provided by **VIIO**. Post-laser follow up & further management of the patient shall be the responsibility of **CDSIMER**.
5. Patients requiring any surgeries may be referred by **CDSIMER** to **VIIO**.

B. Retinopathy of Prematurity.

1. To provide the services of Eye screening of prematurely born babies for Retinopathy of premature (ROP) at **CDSIMER**. The **VIIO** shall conduct the screening by a technician with a Ret Cam provided by **VIIO** on a day mutually decided. The fundus photos will be uploaded to the dedicated software maintained by **VIIO**. The ophthalmologist at **VIIO** shall study the picture on-line & give the opinion. If diagnosed for ROP, **VIIO** shall arrange for treatment immediately after appraising the babies' parents as well as the concerned hospital authorities. The hospital shall provide the details of contact person in NICU/Hospital to **VIIO** screening team for coordinating the activities. Follow up of such babies will also be done. The charges for screening will be free of cost.



K. K. Murthy



**Memorandum of Understanding - Hospital Cornea Retrieval Program
Between**

Prabha Eye Clinic – Chitra Thumboochetty Eye Bank

&

**Dr.Chandramma Dayananda Sagar Institute of Mesical Education
and Research (CDSIMER)**

DEVARAKAGGALAHALLI ,HAROHALLI, KANAKAPURA ROAD, KANAKAPURA,
KARNATAKA-562112

Date: 07- 03- 2024

In recognition of the benefits of eye donation, **CDSIMER**. (hereinafter referred to as the “Eye collection centre”) and **Prabha Eye Clinic - Chitra Thumboochetty Eye Bank** (hereinafter referred to as the “Eye Bank”), enter into this Agreement to facilitate the procurement of corneal tissue for transplantation, research and medical education.

Purpose:

This agreement serves to identify the working relationship between parties named above. The purpose of this association is to assure that families at hospital attached to the eye collection centre are offered the opportunity to donate cornea, and that when such a donation is offered, it is responded to with compassion, professionalism and timeliness by all parties involved. It also ensures that the cornea retrieved is treated with utmost medical attention to ensure safe corneas are transplanted to recipients. The mutual responsibilities and expectation of each party in the agreement are identified herein.

Referral Services:

The Eye collection centre agrees to participate and assist in identification of potential donors.



**CHITRA
THUMBOOCHETTY
EYE BANK**

Sponsored by the Thumboochetty Foundation.....

a unit of
**Prabha
Eye Clinic**

Trust. Tradition. Technology.

The Eye collection centre will be available on a 24-hour basis to receive calls for eye donation, to provide assistance to the eye bank staff in determining the suitability of a potential donor, or to provide any other assistance/ need regarding authorization for donation. For the purpose of donor eligibility validation, the eye collection centre will permit recovery of minimum 5 ml blood from every donor for serology tests.

The Eye bank will provide a **24-hour** availability to accept donations and will respond to consented donors in a timely fashion. Trained members of the cornea retrieval team shall procure the corneal tissue. All corneas will be recovered and preserved in either **MK or Cornisol media**.

Preservation, Tissue Evaluation and Distribution:

The Eye Bank is responsible for preservation, storage, evaluation and distribution of all recovered tissues. Serology tests on collected blood samples will also be conducted by the Eye Bank. The Eye Bank will perform specular microscopy and slit-lamp evaluation of all collected cornea. Written results of serology and tissue evaluation will be made available to all surgeons who use the tissue.

Education on Eye Donation:

The Eye Bank staff will provide regular education especially to the nursing staff regarding the donation process. This will require assistance from eye Collection centre staff and senior administration for conducting these sessions. Eye Bank can conduct audiovisual lectures to the staff of the hospital premises for spreading awareness about Eye Donation when needed.

Compliance with NPCB Standards:

The Eye Bank commits to manage entire operations as per NPCB Standard and Guidelines provided.

Costs Billing and Reimbursement:

The Donor family and Eye collection centre will incur no costs associated with the donation.



**CHITRA
THUMBOOCHETTY
EYE BANK**

Sponsored by the Thumboochetty Foundation.....

a unit of
**Prabha
Eye Clinic**
Trust. Tradition. Technology.

Information Sharing:

To ensure that cornea transplanted is safe for the cornea recipient, understanding the medical history of the Donor is essential. The eye collection centre will make available the medical records of the donor for review by the Eye Bank staff.

Employee Conduct:

The eye collection centre assumes total responsibility for the actions of its personnel in their efforts to obtain consent, and assist in retrieval and transportation of donated tissue. The Eye Bank will require their staff to adhere to the guidelines of the Human Organs Transplant Act 1994, its amendments and extensions.

Specific Items:

The Eye collection centre will identify one person as point (quality department and nursing incharge) of Contact for all day-to-day communication needs.

Exclusive relation:

Eye collection centre agrees to have exclusive relations with Eye Bank for referral and retrieval of corneas for 5 year.



CHITRA
THUMBOOCHETTY
EYE BANK

Sponsored by the Thumboochetty Foundation.....

a unit of
Prabha
Eye Clinic
Trust. Tradition. Technology.

Effective Dates:

This Memorandum of Agreement shall become effective upon signature of both parties and will remain in effect until terminated by 90 days advance written notice to either party. This agreement may be amended by written agreement of both parties.

IN WITNESS, WHERE OF, the parties hereto have made and entered this Agreement on the 07-03-2024

Dr. A C Ashok,
Principal and Dean
CDSIMER,
Kanakapura Road,
Karnataka-562112

Dr. A.C. ASHOK, MS, DNB, DA
Principal & Dean
Dr. Chandramma Dayananda Sagar
Institute of Medical Education & Research, DSU
Devarakaggalahalli, Kanakapura Road,
Ramanagara Dist., Karnataka-562112

Dr.S.Rajagopalan
Medical Director,
CDSIMER
Kanakapura Road
Karnataka-562112

Dr. (BRIG) S. RAJAGOPALAN
MBBS,MS, (GEN), FRCS (GLAS), FRCR
MEDICAL DIRECTOR
CDSIMER, DSU
KMC No: 0000186KTK

Dr. Vinay. R. Murthy

Medical Director

Dr. Vinay R Murthy
Medical Director
Prabha Eye Clinic & Research Center
Bengaluru-560070

Consultant
Cornea & Refractive Surgery
Dr. Vinay R. Murthy
M.B.B.S, DNB, MNAMS, FAEH
KMC 53360

Dr. Roopashri Matada
Eye Bank - Director
Prabha Eye Clinic&Research Center
Bengaluru-560070

Consultant
Cornea Service
Dr. Roopashri Matada
M.B.B.S., DOMS, DNB, FRCS, FRCR
K.M.C. - 59391



**CHITRA
THUMBOOCHETTY
EYE BANK**

Sponsored by the Thumboochetty Foundation.....

a unit of
**Prabha
Eye Clinic**
Trust. Tradition. Technology.

Page 1 of 2

MEMORANDUM OF AGREEMENT

In recognition of the benefits of eye donation, **PRABHA EYE CLINIC & RESEARCH CENTRE** (hereinafter referred to as the “Eye bank”), and **SAGAR HOSPITALS DSI, BENGALURU** (hereinafter referred to as the “Eye Collection Centre”), enter into this Agreement in order to facilitate the procurement of corneal tissue for transplantation, research and medical education.

The purpose of this Agreement is to provide a basis for interaction between the staff of the eye bank and identifying responsibilities of the eye bank and the Eye Collection Centre as set forth below.

Responsibilities of the eye Collection centre

The eye collection centre through its personnel shall:

1. Conduct appropriate donor maintenance pending eye donation
2. Be familiar with Hospital and Nursing Service policies and procedures.
3. Request permission for eye donation from the next of kin
4. Participate in obtaining clearance from the Medical Examiner when necessary.
5. Complete all necessary paperwork required before donation can proceed.
6. Call the Eye Bank with donor information, including name, age, time and cause of death
7. Comply with the provisions of the Human Organs Transplant Act 1994

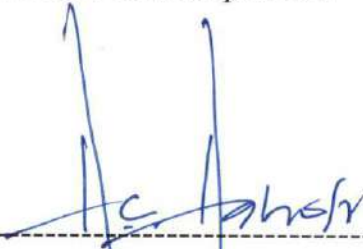


Responsibilities of the Eye Bank

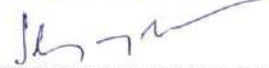
The Eye Bank through its Eye Bank technician shall:

1. Conduct in-service education on eye, organ and tissue procurement, developing a rapport between the Eye Bank and the eye Collection centre staff.
2. Coordinate the surgical efforts for the procurement of eyes.
3. Provide technical support for preservation and transportation of enucleated eyes
4. Provide follow-up information to the donor's family and all involved medical Personnel within the restriction of confidentiality.
5. Comply with the provisions of Human Organs Transplant Act 1994.


Effective Dates: This memorandum of Agreement shall become effective upon signature of both parties and will remain in effect until terminated by 90 days advance written notice to either party. This agreement may be amended by written agreement of both parties.



Dr. A C Ashok
Principal and Dean
CDSIMER
Kanakapura Road
Karnataka-562112
Principal & Dean
Dr. Chennuramma Deshpande Sagar
Institute of Medical Education & Research, DSU
Devarakaggalahalli, Kanakapura Road,
Ramanagara Dist., Karnataka-562112



Dr. S. Rajagopalan
Medical Director
CDSIMER
Kanakapura Road
Karnataka-56211
Dr. (BRIG) S. RAJAGOPALAN
MBBS, MS, (GEN), FRCS (GLAS), FRCR
MEDICAL DIRECTOR
CDSIMER, DSU
KMC No: 0000186KTK



Dr. Vinay R. Murthy
Medical Director
Prabha Eye Clinic & Research
Centre, Bengaluru-560070,
Consultant
Cornea & Refractive Surgery
Dr. Vinay R. Murthy
M.B.B.S., DNB, M.Ch (MS), FAH
ICM.C. - 59360



Dr. Roopashri Matada
Eye Bank - Director
Prabha Eye Clinic & Research
Centre, Bengaluru-560070
Consultant
Cornea Service
Dr. Roopashri Matada
M.B.B.S., D.O.M.S., DNB, FRCS, FICD
ICM.C. - 59397

duly represented by its V.C. – DSU / Registrar, hereinafter referred to as the FIRST PARTY.

AND,

GLOBALFTI Pvt. Ltd., hereinafter referred to as GFTI, (which expression shall mean and includes its legal representatives, transferees, assigns, et al), having its registered office at No.806, 10th – A Main Road, Indiranagar 1st Stage, Bangalore-560038, duly represented by its **Director, Mr. Narayanan Nambiar**, hereinafter referred to as the SECOND PARTY;

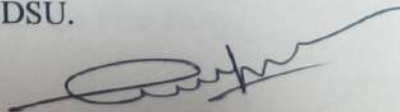
The First Party and Second Party are individually referred to as Party and collectively referred to as Parties.

WHEREAS, DSU is interested in offering to its students value added course such as ACCA (Association of Chartered Certified Accountants, UK) and GFTI an established and approved learning provider of ACCA(UK) is ready to take responsibility of delivering the program for DSU.

Whereas the Parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The Parties now, have therefore, agreed to enter in writing these areas of consensus, under this MoU.

IT IS MUTUALLY AGREED, AND HENCE THIS MOU WITNESSETH AS HEREUNDER:

1. This MoU is effective from the date of signing of this MoU and shall continue to be in force for a period of Three (3) years and review thereafter, unless terminated earlier in accordance with the terms of this MoU, and thereafter it may be renewed in writing on the same terms on mutual consent. Either party can terminate with 30 days' notice subject to completion of batches.
2. The students interested in the program, who have joined DSU solely for ACCA program or for any other course/s, shall be eligible for joining this course subject to general rules of admission of DSU and ACCA.
3. GFTI proposes to conduct the B.Com + ACCA Integrated coaching Program for DSU.



4. Notwithstanding anything contained in this MOU, the ACCA integrated with B.Com program shall be subject to the approval from the ACCA accreditation body. This accreditation shall be an exercise to be done initially before rolling out of the said option and shall be valid till such time as ACCA shall deem to be fit.
5. GFTI, with the support of First party, shall take the lead in integration of the ACCA curriculum in the B.Com curriculum of First party and submit it to the ACCA accreditation body, which can result in getting exemption of up to first 6 papers of ACCA, subject to approval by ACCA accreditation body.
6. GFTI will take complete responsibility of delivering the 7 ACCA papers which are not exempted to all students joining the B.Com program under DSU. The subjects are:
 - a. FR – Financial Reporting
 - b. AA – Audit And Assurance
 - c. FM –Financial Management
 - d. SBR – Strategic Business Reporting
 - e. SBL – Strategic Business Leader

In addition to this any 2 Optional papers from the below 4

- f. AFM – Advanced Financial Management
 - g. APM – Advanced Performance Management
 - h. ATX – Advanced Taxation
 - i. AAA – Advanced Audit & Assurance
7. GFTI fees and commercial terms for the said B.Com + ACCA Integrated Program, is as defined in the Schedule - A of this MOU.
 8. DSU and GFTI shall be jointly responsible for enrolling the students for ACCA and collection of the fees for the ACCA program shall solely vest with the First Party.



9. **DUTIES:**

I) **GFTI shall**

- a) Provide quality resource persons for conducting ACCA classes at DSU premises at a fixed cost per subject as mentioned in Schedule – A of this MoU.
- b) Provide training to DSU faculty to deliver the integrated papers.
- c) Put in place the schedule and all other requisites after mutual discussion with the Authorized Academic coordinator of the University.
- d) Provide course material in the form of books as recommended by ACCA for a charge as mentioned in Schedule A. One copy will be given to the school library for free.
- e) Promote the B.Com + ACCA course at DSU on the GFTI website
- f) Provide counseling / orientation sessions for students enrolling in the ACCA course at DSU.
- g) GFTI will provide necessary marketing support in terms of training the university counsellors.
- h) GFTI shall provide placement assistance to students of DSU who have registered for the ACCA program and completed it successfully.
- i) GFTI shall facilitate and coordinate with ACCA accreditation body to have the ACCA program integrated with the B.Com curriculum of DSU for the successful hosting of the program.

II) **DSU shall**

- a) Promote and offer the B.Com + ACCA course to students of DSU as well as the prospective students approaching DSU for various courses.



- b) Permit GFTI to conduct ACCA classes for the students of DSU within its premises at its campus in Kumaraswamy Layout.
- c) Provide suitably equipped rooms for academic purposes, including any audio/video facilities, as and when required.
- d) Appoint a coordinator from DSU who will assist GFTI in scheduling classes, communicate with students, assist in registration formalities and provide all other operational support for running the B.Com + ACCA integrated program successfully.
- e) Promote the ACCA program using its channels of marketing as and along with the other course promotions.
- f) DSU shall extend its support to GFTI so as to ensure the coordination and facilitation of ACCA course with the B.Com.

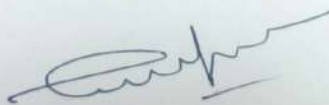
10. Eligibility Clause

- a) Any student who has completed class 12 or Pre-degree or any other course acceptable to ACCA with minimum of 65% marks in English & Maths or Accounts and a minimum of 50% in all other subjects and otherwise meets the general conditions of DSU can be admitted.
11. In the event of commencement of ACCA classes and a student(s) requesting refund of fees paid towards ACCA program no refund shall be made by GFTI on the ACCA Registration Fees and the cost of hard copy books ordered.
12. The First Party shall make no efforts to encourage the faculty members provided by the Second Party to propagate the Course on their own or through the First Party
13. Each Party shall hold in confidence and refrain from divulging and cause its personnel to hold in confidence and refrain from divulging to any party whomsoever, all data and information about the other Party or concerning the other Party which each Party and/or its personnel may acquire in connection with this MoU, except as otherwise agreed by the Parties. The Second Party undertakes that the knowledge in relation to the Course acquired through the MoU shall not be used for



a period of two (2) years from the date of termination of the MoU by either Party.

14. The First Party undertakes that the Course shall be propagated and exercised only through the Second Party and no other party shall be approached for the delivery of the Course in any of the campus under the management or ownership of the First Party, during the term of this MoU.
15. The MoU shall be read and be exercised in whole and no part of the MoU shall be read and exercised separately. The MoU consists of the MoU and Schedule – A. Schedule – A shall be amended from time to time and such amended Schedule – A shall form an integral part of the MoU.
16. Notwithstanding anything contained in this MoU. For any matters not specifically covered by the MoU the parties shall mutually discuss the same and reach a consensus, and such agreement shall be documented, signed and shall be attached with the MoU for future reference and thereafter shall form part of this MoU.
17. Each Party shall release, protect, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, judgments and awards arising out of i) injury, illness, disease or death suffered by each Party's personnel, and/or ii) damage or loss of each Party's property, arising out of or in any way relating to this MoU, howsoever and whomsoever caused.
18. Each Party shall pay all taxes, assessments and fees, if any imposed on it by the governmental authorities time to time in connection with this MoU.
19. Either party to this MOU may intimate its desire to make change/s to any of the clauses herein, except those which otherwise affects adversely the very purpose of this MOU. Upon mutual acceptance of the desired changes, an amended MOU may take effect from the date of the MOU so amended. The said acceptance of the change/s shall be intimated to the requesting party, in writing.



20. Neither party to the MOU herein shall be liable for any type of loss or damage which may be caused due to the Acts of God, strike, civil disturbances, et al.

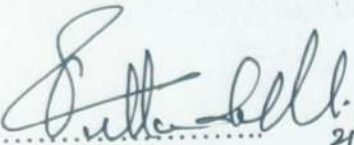
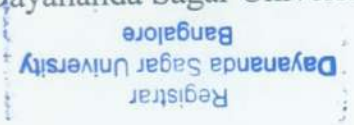
21. Both the parties to the MOU agree that the aggrieved party shall put forth its grievances in the form of written notice to the other party, and the same shall be resolved through mutual discussions and negotiations, acknowledging the requirements of the students' future.


This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under this MoU shall be discussed and mutually resolved by the Parties. If such mutual discussions do not settle the dispute within sixty (60) days, the Parties agree to refer the matter for adjudication by the relevant courts in Bangalore. WHEREAS, this MOU shall be interpreted as per and includes the rules of interpretation of such MOUs, as specifically prescribed by the Law/s for the time being in force.



WHEREFORE, this MOU is entered into on the date, month and year abovementioned, and the parties above mentioned have set their seal and signature/s as hereunder.

Signatures

1. 
..... 21/10/21
Dayananda Sagar University, duly represented by its V.C. / Registrar


2. 
.....
GLOBALFTI Pvt. Ltd., duly represented by its Director,
Mr. Narayanan Nambiar

Schedule –A

The **FEE STRUCTURE** agreed to between the parties herein are as below:-

1. ACCA Registration & Annual Subscription Fees
2. ACCA Examination Fees
3. Charges for utilizing GFTI Faculty by DSU
4. GFTI ACCA Training & support fees per student
5. Payment Terms

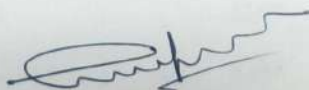
1. ACCA Registration & Annual Subscription Fees

Every student enrolled for the ACCA program irrespective of the options has to pay Annual Subscription Fees directly to ACCA. First party acknowledges that the Second party has no control over the said fees and the same is determined by ACCA. Refer **Table 1-ACCA Program Charges**.

GFTI shall try with ACCA to get maximum possible discount in the initial registration fees and annual subscription fees. All registrations will be handled by GFTI after getting all required documents and collecting amounts if any required from the respective students shall be the responsibility of the First party.

Table 1: ACCA Program Charges

ACCA Program Charges 2021	Fees in GBP
Initial Registration	£30
Annual Subscription	£112
Re-registration Fee	£89



Schedule –A

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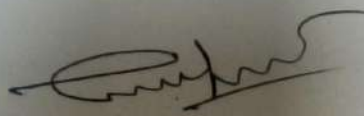
2. ACCA Examination Fees

Have to be paid as per ACCA guidelines (to be paid to ACCA directly by the student). Neither DSU nor GFTI shall have any role to play in the payment of the abovesaid fees, except that of guiding the students generally about depositing the fees. Refer *Table 2 - ACCA Exam Fees*.

All ACCA fees are subject to change from time to time, please refer to ACCA website www.accaglobal.com for latest applicable fees.

Table 2: ACCA Exam Fees [Applicable for 2021 onwards]

Exam	December 2021 Early Bird Exam Fee	December 2021 Standard entry exam fee	December 2021 Late entry exam fee
BT: Business and Technology	NA	NA	NA
MA: Management Accounting	NA	NA	NA
FA: Financial Accounting	NA	NA	NA
LW: Corporate & Business Law	NA	NA	NA
PM: Performance Management	NA	NA	NA
TX: Taxation	NA	NA	NA
FR: Financial Reporting	£116	£123	£313
AA: Audit And Assurance	£116	£123	£313
FM: Financial Management	£116	£123	£313
Optional Paper - 1	£147	£154	£348
Optional Paper - 2	£147	£154	£348




SBR: Strategic Business Reporting	£147	£154	£348
SBL: Strategic Business Leader	£203	£216	£348

3. Globalfti charges to DSU for utilizing Globalfti faculty for program delivery of 7 non-exempt ACCA papers which are integrated into the B.Com curriculum.

- i. Per Subject Rate : INR 1,50,000/- (inclusive of 18% GST)
- Above fees is for 60 Hrs of classroom training by GFTI faculty for 1 ACCA subject for 1 session only.
 - Includes question paper setting for midterm & final exams for the particular subject.
 - Includes paper correction by GFTI faculty

Additional | Supplementary and Optional Provisions for students (Hands)

4. GFTI ACCA Training & Support charges per student joining ACCA program is as given below:

- i. Fixed fee of **Rs. 50,000** [inclusive of 18% GST]
- Above fees includes initial registration fees with ACCA.
 - Training fees for 7 non exempted ACCA papers at GFTI centre or online mode, as per student's choice.
 - DSU students who join the program and pay the amount mentioned above can attend classes even after they complete the DSU Bcom program.
 - Placement support after completing ACCA course




- ii. Books fees of **Rs. 2,700** per subject. This will be on actuals if student wishes to purchase hard copy books. Each set comprises of 1 study text and 1 revision kit from ACCA approved publisher.

5. Payment Terms

- i. Students to pay GFTI directly the fixed fees as mentioned in Clause 4(i) of Schedule – A.
 - ii. Students to pay GFTI directly the fees for Books as per rates mentioned in Clause 4(ii) of Schedule – A.
 - iii. No refund of fees will be done if student cancels admission to the course after they pay fees and registration process is complete. Book Fees will also not be refunded if already ordered.
6. Globalfti will raise the invoice payable by DSU for every semester/ course for :

- Each subject - Once each subject delivery is completed in the particular semester.
- DSU must make all the payments within 15 Days of invoice receipt.



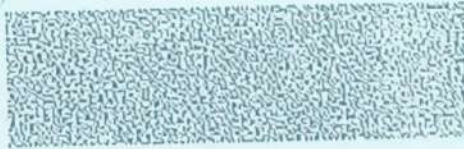


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Government of Karnataka

e-Stamp

Certificate No. : IN-KA32081102251060T
 Certificate Issued Date : 19-Oct-2021 12:35 PM
 Account Reference : NONACC (FI)/ kaksfcl00/ BANGALORE 21/ KA-BA
 Unique Doc. Reference : SUBIN-KA/KA/SFCL0017960023019302T
 Purchased by : GLOBALFTI PVT LTD
 Description of Document : Article 12 Bond
 Description : MOU
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : GLOBALFTI PVT LTD
 Second Party : DAYANANDA SAGAR UNIVERSITY
 Stamp Duty Paid By : GLOBALFTI PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this day 02nd November 2021 at Bangalore, BY AND BETWEEN:

Dayananda Sagar University (State Private University), hereinafter referred to as DSU (which expression shall mean and include its legal representatives,



Statutory Alert:

- 1. The authenticity of this State e-certificate should be verified at 'www.e-stampstamp.com' or using a 'Stamp Authentication App' of 'Clock & Chalk'.
- Any discrepancy in the details on the Certificate and its details on the website / Mobile App neither it would
- 2. The user should check the legitimacy of the details of the certificate.

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transferees, assigns, et al), and having its main educational premises at Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore 560 078, Karnataka, and duly represented by its V.C. – DSU / Registrar, hereinafter referred to as the FIRST PARTY.

AND,

GLOBALFTI Pvt. Ltd., hereinafter referred to as GFTI, (which expression shall mean and includes its legal representatives, transferees, assigns, et al), having its registered office at No.806,10th – A Main Road, Indiranagar 1st Stage, Bangalore - 560038, duly represented by its **Director, Mr. Narayanan Nambiar**, hereinafter referred to as the SECOND PARTY;

The First Party and Second Party are individually referred to as Party and collectively referred to as Parties.

WHEREAS, DSU is interested in offering to its students value added course such as CA from ICAI (Institute of Chartered Accountants of India) and GFTI an established learning provider of CA is ready to take responsibility of delivering the program for DSU.

Whereas the Parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The Parties now, have therefore, agreed to enter in writing these areas of consensus, under this MoU.

IT IS MUTUALLY AGREED, AND HENCE THIS MOU WITNESSETH AS HEREUNDER:

1. This MoU is effective from the date of signing of this MoU and shall continue to be in force for a period of Three (3) years and review thereafter, unless terminated earlier in accordance with the terms of this MoU, and thereafter it may be renewed in writing on the same terms on mutual consent. Either party can terminate with 30 days' notice subject to completion of batches.
2. The students interested in the program, who have joined DSU solely for CA program or for any other course/s, shall be eligible for joining this course subject to general rules of admission of DSU and CA.



3. GFTI proposes to conduct the CA Integrated coaching Program for DSU.
4. GFTI will take complete responsibility of delivering all subjects of CA Foundation, CA Inter and CA Final to all students joining the CA program under DSU. The subjects are:

a. CA Foundation

- i. Session:1: Fundamentals of Accounting
- ii. Session 2: Business Laws and Business Correspondence and Reporting
- iii. Session 3: Business Mathematics & Logical Reasoning and Statistics
- iv. Session 4: Business Economics and Business & Commercial Knowledge

b. CA Inter

i. Group 1

1. Accounting
2. Corporate and Other Laws
3. Cost and Management Accounting
4. Taxation

ii. Group 2:

1. Advanced Accounting
2. Auditing & Assurance
3. Enterprise Information Systems & Strategic Management
4. Financial Management & Economics for Finance



iii. CA Final

iii. Group 1:

1. Financial Reporting
2. Strategic Financial Management
3. Advanced Auditing and Professional Ethics
4. Corporate and Economic Laws
 - a. Section A : Corporate Law
 - b. Section B : Economic Laws

iv. Group 2:

1. Strategic Cost Management and Performance Evaluation
 2. Elective Paper (Anyone paper from the list below)
 - a. Risk management
 - b. Financial Services & Capital Markets
 - c. International Taxation
 - d. Economic Laws
 - e. Global Financial Reporting Standard
 - f. Multi-disciplinary Case Study
 3. Direct Tax Laws & International Taxation
 4. Indirect Tax Laws
 - a. Goods and Service Tax
 - b. Customs & Foreign Trade Policy
5. GFTI fees and commercial terms for the said CA Program, is as defined in the Schedule - A of this MOU.
6. DSU and GFTI shall be jointly responsible for enrolling the students for CA and collection of the fees for the CA program shall solely vest with the First Party.

7. DUTIES:

D) GFTI shall

- a) Provide quality resource persons for conducting CA classes at DSU premises at a fixed cost per level as mentioned in Schedule - A of this MoU.



- b) Put in place the schedule and all other requisites after mutual discussion with the Authorized Academic coordinator of the University.
- c) GFTI will not be providing any published study material, we refer to ICAI CA final notes which student gets on registering with ICAI
- d) Promote the CA course at DSU on the GFTI website
- e) Provide counseling /orientation sessions for students enrolling in the CA course at DSU.
- f) GFTI will provide necessary marketing support in terms of training the university counsellors.
- g) GFTI shall provide placement assistance to students of DSU who have registered for the CA program and completed it successfully.

II) DSU shall

- a) Promote and offer the CA course to students of DSU as well as the prospective students approaching DSU for various courses.
- b) Permit GFTI to conduct CA classes for the students of DSU within its premises at its campus in Kumaraswamy Layout.
- c) Provide suitably equipped rooms for academic purposes, including any audio/video facilities, as and when required.
- d) Appoint a coordinator from DSU who will assist GFTI in scheduling classes, communicate with students, assist in registration formalities and provide all other operational support for running the CA program successfully.
- e) Promote the CA program using its channels of marketing as and along with the other course promotions.
- f) DSU shall extend its support to GFTI so as to ensure the coordination and facilitation of CA course.



8. Eligibility Clause

a) Any student who has completed class 12 or Pre-degree in commerce with a minimum aggregate of 50% marks and otherwise meets the general conditions of DSU can be admitted for the foundation course.

9. In the event of commencement of CA classes and a student(s) requesting refund of fees paid towards CA program no refund shall be made by GFTI.

10. The First Party shall make no efforts to encourage the faculty members provided by the Second Party to propagate the Course on their own or through the First Party

11. Each Party shall hold in confidence and refrain from divulging and cause its personnel to hold in confidence and refrain from divulging to any party whomsoever, all data and information about the other Party or concerning the other Party which each Party and/or its personnel may acquire in connection with this MoU, except as otherwise agreed by the Parties. The Second Party undertakes that the knowledge in relation to the Course acquired through the MoU shall not be used for a period of two (2) years from the date of termination of the MoU by either Party.

12. The First Party undertakes that the Course shall be propagated and exercised only through the Second Party and no other party shall be approached for the delivery of the Course in any of the campus under the management or ownership of the First Party, during the term of this MoU.

13. The MoU shall be read and be exercised in whole and no part of the MoU shall be read and exercised separately. The MoU consists of the MoU and Schedule – A. Schedule – A shall be amended from time to time and such amended Schedule -- A shall form an integral part of the MoU.

14. Notwithstanding anything contained in this MoU. For any matters not specifically covered by the MoU the parties shall mutually discuss the



same and reach a consensus, and such agreement shall be documented, signed and shall be attached with the MoU for future reference and thereafter shall form part of this MoU.

15. Each Party shall release, protect, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, judgments and awards arising out of i) injury, illness, disease or death suffered by each Party's personnel, and/or ii) damage or loss of each Party's property, arising out of or in any way relating to this MoU, howsoever and whomsoever caused.
16. Each Party shall pay all taxes, assessments and fees, if any imposed on it by the governmental authorities time to time in connection with this MoU.
17. Either party to this MOU may intimate its desire to make change/s to any of the clauses herein, except those which otherwise affects adversely the very purpose of this MOU. Upon mutual acceptance of the desired changes, an amended MOU may take effect from the date of the MOU so amended. The said acceptance of the change/s shall be intimated to the requesting party, in writing.
18. Neither party to the MOU herein shall be liable for any type of loss or damage which may be caused due to the Acts of God, strike, civil disturbances, et al.
19. Both the parties to the MOU agree that the aggrieved party shall put forth its grievances in the form of written notice to the other party, and the same shall be resolved through mutual discussions and negotiations, acknowledging the requirements of the students' future.

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under this MoU shall be discussed and mutually resolved by the Parties. If such mutual discussions do not settle the dispute within sixty (60) days, the Parties agree to refer the matter for adjudication by the relevant courts in Bangalore. WHEREAS, this MOU shall be interpreted as per and includes the rules of interpretation of such MOUs, as specifically prescribed by the Law/s for the time being in force.




WHEREFORE, this MOU is entered into on the date, month and year abovementioned, and the parties above mentioned have set their seal and signature/s as hereunder.

Signatures

1. 

Dayananda Sagar University, duly represented by its V.C. / Registrar

Registrar
Dayananda Sagar University
Bangalore

2. 

GLOBALFTI Pvt. Ltd., duly represented by its Director,
Mr. Narayanan Nambiar

Schedule -A

The **FEE STRUCTURE** agreed to between the parties herein are as below:-

1. CA Foundation / Inter / Final Registration Fees and Journal membership fees
2. CA Foundation / Inter / Final Practical training fees.
3. CA Foundation / Inter / Final Examination Fees
4. Charges for utilizing GFTI Faculty by DSU
5. GFTI CA Training & support fees per student
6. Payment Terms

1. CA Foundation / Inter / Final Registration Fees and Journal membership fees

Every student enrolled for the CA program irrespective of the options has to pay Registration fees, Journal membership fees, Practical training fees directly to ICAI. First party acknowledges that the Second party has no control over the said fees and the same is determined by ICAI. Refer **Table 1-CA Program Charges**.

GFTI will not be providing any published study material, we refer to ICAI CA final notes which student gets on registering with ICAI

Table 1: CA Program Charges

CA Program Charges 2021	Foundation (In RS)	Inter (In RS)	Final (In RS)
Registration	Rs 9000	Rs 15,000	Rs 22,000
Journal Membership Fees	Rs 200	Rs 200	
Practical Training Fees		Rs 6500 + Rs 7000	Rs 14,500
Online Form Fees	Rs 200	Rs 200	
Student Activity Fees		Rs 2000	
Total	Rs 9400	Rs 30,900	Rs 36,500



2. CA Foundation / Inter / Final Examination Fees

Have to be paid as per ICAI guidelines (to be paid to ICAI directly by the student). Neither DSU nor GFTI shall have any role to play in the payment of the abovesaid fees, except that of guiding the students generally about depositing the fees. Refer **Table 2 - CA Exam Fees**.

All ICAI fees are subject to change from time to time, please refer to ICAI website <https://www.icai.org/> for latest applicable fees.

Table 2: CA Exam Fees [Applicable for 2021 onwards]

Exam	CA Foundation	CA Inter	CA Final
Fees	Rs 1500	Rs 1500 for one group/ Rs 2700 for both groups	Rs 1800 for one group/ Rs 3500 for both groups

3. Globalfti charges to DSU for utilizing Globalfti faculty for program delivery of each level of the CA program

A. GFTI charges a fixed fee of **INR 20,000** (Inclusive of 18% GST) [Cost Per Student] for CA foundation tuition fees.

- Coaching students for CA Foundation exam – minimum batch size of 30 students
- Approximate number of training hours for all 4 areas together 200 Hours
- 200 Hours will be split between the 4 areas as per teaching requirements and $\pm 10\%$ deviation is possible in total teaching hours
- All classes will be conducted offline provided batch size of 30 students
- Above fees does not include registration with ICAI or CA Foundation exam fees. This has to be paid by student directly to ICAI



- GFTI will not be providing any published study material, we refer to ICAI CA Foundation notes which student gets on registering with ICAI
- B. GFTI charges a fixed fee of **INR 50,000** (Inclusive of 18% GST) [Cost Per Student] for CA intermediate fees if both groups are taken together.
- Coaching students for CA intermediate exam – minimum batch size of 30 students
 - Approximate number of training hours for each subject : 60 hours- * 4 subjects = 240 Hours * 2 groups (Total: 480 hours)
 - 480 Hours will be split between the two groups as per teaching requirements and $\pm 10\%$ deviation is possible in total teaching hours
 - All classes will be conducted offline provided batch size of 30 students
 - Above fees does not include registration with ICAI or CA intermediate exam fees. This has to be paid by student directly to ICAI
 - GFTI will not be providing any published study material, we refer to ICAI notes which student gets on registering with ICAI
- C. GFTI charges a fixed fee of **INR 70,000** (Inclusive of 18% GST) [Cost Per Student] for CA Finals if both groups are taken together.
- Coaching students for CA Final exam – minimum batch size of 30 students
 - Approximate number of training hours for each subject : 60 hours- * 4 subjects = 240 Hours * 2 groups (Total: 480 hours)
 - 480 Hours will be split between the two groups as per teaching requirements and $\pm 10\%$ deviation is possible in total teaching hours
 - All classes will be conducted offline provided batch size of 30 students




- Above fees does not include registration with ICAI or CA final exam fees. This has to be paid by student directly to ICAI
- GFTI will not be providing any published study material, we refer to ICAI CA final notes which student gets on registering with ICAI

4. Payment Terms

- i. Students to pay DSU the tuition fees as mentioned in Clause 3 of Schedule A
- ii. No refund of fees will be done if student cancels admission to the course after they pay fees and registration process is complete.

5. Globalfti will raise the invoice payable by DSU for every semester/ course for :

- Each Subject - Once each subject delivery is completed in the particular semester.
- DSU must make all the payments within 15 Days of invoice receipt.





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

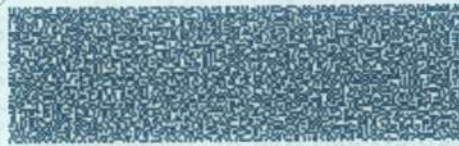
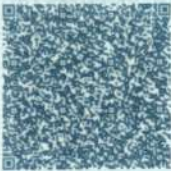
Rs. 100

e-Stamp

Certificate No. : IN-KA52978221684295V
 Certificate Issued Date : 10-Aug-2023 09:51 AM
 Account Reference : NONACC (FI)/ kaksfcl08/ WILSON GARDEN/ KA-JY
 Unique Doc. Reference : SUBIN-KAKAKSFCL0881297629493932V
 Purchased by : MILES EDUCATION PVT LTD
 Description of Document : Article 12 Bond
 Description : EDUCATION AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MILES EDUCATION PVT LTD
 Second Party : DAYANANDA SAGAR UNIVERSITY
 Stamp Duty Paid By : MILES EDUCATION PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

Authorised Signatory
 For Shree Vemana Sounarda Credit Cooperative Society Ltd
 Wilson Garden, Bengaluru-560 027



Please write or type below this line

AGREEMENT OF COOPERATION

This Agreement of Cooperation (hereinafter referred to as the "Agreement") is entered into and executed on this day of 7th August, 2023 (hereinafter referred to as the "Effective Date") by and between: -

Miles Education Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22219TG2011PTC076218, situated at 3rd Floor, A-3/6, IDA Kukatpally, Gandhinagar, Hyderabad 500037, and having PAN AAHCM5666J and GSTIN 36AAHCM5666J2ZY (hereinafter referred to as the "Miles") of the **FIRST PART**.



Statutory Alert:

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

JULY 19, 2023

SCMS, Dayananda Sagar University, Bengaluru
UNDERGRADUATE PROGRAMS

Memorandum of Understanding

Between

Inlingua Bangalore

and

School of Commerce and Management Studies,
Dayananda Sagar University

This Memorandum of Understanding (MOU) arrived on 19 July 2023 and sets the terms and understanding between inlingua Bangalore and Dayananda Sagar University to take up projects/initiatives/collect funds as mentioned in this MOU.

Introduction of Partners

SCMS, Dayananda Sagar University, Bengaluru, having its registered office in Gate no 2, 6th Floor, v building, Dental block, Kumaraswamy Layout, Bengaluru - 560111

&

Introduction of partners:

inlingua Bangalore is operated by "R S School of Languages", having its registered office located in #178/A, 14th cross, 9th main, 6th sector, HSR Layout, Bangalore 560102. inlingua Bangalore was started in the year 2005 and since then has been offering language training programs in Indian and Foreign languages categories to corporates, colleges and Individual clients via face-to-face training and Instructor-led online training models.



Background

It is a well-known fact that in today's world, knowledge of a foreign language has immense benefits and placement opportunities for students along with study abroad options. Inlingua Bangalore has been in the business of language training for the last 17 years and has been working with all the top reputed colleges and corporates in Bangalore and outside, offering foreign language training for their students and thus helping in their placements and study abroad opportunities. Dayananda Sagar University has been in the education field and is planning to provide foreign language training for its students. The classes will be conducted on campus, and Inlingua Bangalore will arrange competent trainers as discussed and decided by both parties.

Purpose

The purpose of this MoU is to partner Dayananda Sagar University and inlingua Bangalore in activities that mutually benefit each other. inlingua Bangalore is a Training Partner for the below activities and any other activities that would be planned by Dayandanda Sagar University.

1. Foreign languages to be offered by inlingua to undergraduate students of SCMS, Dayananda Sagar University, Bengaluru

Responsibility

1. The time slots for the conduct of classes will be mutually agreed upon.
2. Inlingua to arrange for trainers and faculty on campus to take classes.









3. Inlingua to coordinate with SCMS, Dayananda Sagar University, Bengaluru, to ensure smooth delivery of training programs. Inlingua will nominate a dedicated SPOC to monitor the class delivery and quality.

4. The faculty will arrange to deliver classes as per syllabus and carry out evaluation and assessment of students as per the schedule of SCMS, Dayananda Sagar University, Bengaluru and correctly deliver grades to the head of the school.

Commercials

As discussed, this partnership shall have the following financial commitments:

1. The fee details offered by inlingua Bangalore for the students of Dayananda Sagar University is a special fee structure announced exclusively and will be per hour for each language per batch plus GST of 18% payable on a monthly basis as per following chart.

Language	Renumeration
French	Rs.1500
German	Rs.1500
Kannada	Rs.1000
English	Rs.1000

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. In the event of any consequential financial obligations arising out of any initiative of the parties under this MoU, the parties would take appropriate decisions by mutual consultation and consent through the separate documents(s) on a




3



case-to-case basis. The agreement can be renewed based on the performance and student feedback.

Non-Solicitation:

Both the Parties hereby agree that during the Period of this MOU and for one (1) year after termination of this MOU, the Parties shall not:

1. Divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
2. Employ, solicit for employment or recommend any person employed by the Company during the Period and for one (1) year after that.
3. Inlingua will not advertise or market any program directly or indirectly to the students any program or programs without the approval of the head of the school.

Duration

This MOU is at will and may be modified by mutual consent of authorized officials from SCMS, Dayananda Sagar University, Bengaluru and Inlingua Bangalore. This MOU shall become effective upon signature by the authorized officials from both parties and will remain in effect till July 2024.







In the absence of mutual agreement by the authorized officials from Inlingua Bangalore, this MOU shall continue to be in effect until a new MOU is enforced in its place.

This MoU is not a legally binding document and serves only as a guideline of the terms of an engagement mutually agreed to between the said partners. The said MoU shall in no form be legally enforceable and has no binding on either party/ partner involved in the same.

THIS MOU IS HEREBY EXECUTED BY:

Name : Hon'ble Registrar

Name : Savitha Reddy

Authorized signatory Dayananda Sagar University, Bengaluru

Authorized signatory of Inlingua Bangalore

Signed:



Signed:



Dr. Puttamadappa C.

Registrar

Dayananda Sagar University
Bangalore

Position:

Position:

CEO

Date:-

19/7/23



Date:-

19 July 2023



[Handwritten signature]

Dr. Puttamanna C.
Registrar
Dayananda Sagar University
Bangalore



[Handwritten initials]



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU") is entered into on this **14 day of July 2021**,

BETWEEN

Retailers Association's skill council of India (RASCI), a company registered under section 25 of the Companies Act, 1956 and having its registered office at 703-704 Sagar Tech Plaza – A, Andheri-Kurla Road, Sakinaka Junction, Sakinaka, Andheri (E), Mumbai-400 072 (hereinafter called "First Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the One part;

AND

Dayananda Sagar University having its registered office at Kudlu Gate, Hosur Main Road, Bangalore - 560068, shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the Second part;

AND

Reliance Retail Limited, a company registered under the Indian company Act 1956 having their office headquarters at 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai, Maharashtra 400002 (hereinafter called "Third Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the Third part;

Background:

The objective of this MOU is to engage with Dayananda Sagar University and Reliance Retail Limited, to jointly implement the 3 Year Degree Apprenticeship Program; titled as "BBA in Retail Operations".

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 35553800

Registered Office: 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai-400 002, India.
www.relianceretail.com



NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Roles and Responsibilities for the implementation of the 3 Year Degree Apprenticeship Program wherein party / parties can execute their roles and responsibilities in full or part under this MOU

1. RASCI {Sector Skill Council (SSC)}:

- i. Responsible for Curriculum design, development & enhancement as per UGC guidelines along with Industry - Academia inputs.
- ii. Manage Industry Advocacy, engagement, and Industry – RASCI - Academia Collaboration
- iii. Facilitate Employer on-boarding and creation of apprenticeship opportunities on www.apprenticeshipindia.org
- iv. Facilitate training & certification of trainers appointed to train Skill component as per the guidelines of National Skill Development Corporation (NSDC) and Orientation of teaching faculty.
- v. Facilitate E- guest sessions / lectures by Industry Partner once in a quarter.
- vi. Provide assessment process & schedule for semester wise skill component, in line with the examination schedule of University.
- vii. Facilitate timely, auditable and quality assessments in Digital / Online mode for Skill Component in discussion with University and Industry Partner.
- viii. Issuance of annual exams marks & award final NSQF aligned Apprenticeship Certificate to University on course completion.
- ix. Before the commencement of every academic year, SSC will review with University / College and may consider introducing new sub sectors / Courses as per Industry consultation and demand
- x. Verification and approval of National Apprenticeship Promotion Scheme (NAPS) claims as per the guidelines provided on Apprenticeship portal
- xi. Benchmarking quality of Skill-based training, Assessments and Certifications according to the standards and processes of NSDC.

2. University / College:

- i. University will identify and provide the list of Constituent / affiliated Colleges / Institutions for introduction of skill-based training. (Applicable only in case of University).
- ii. Ordinance/ Byelaws: Ordinance & Byelaws to be issued by the University regarding the Degree Apprenticeship program which will clearly state the curriculum requirement, apprenticeship training and assessment criteria of the Skill component and General Component.

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 67673800

Registered Office: 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai-400 002, India.
www.relianceretail.com



- iii. Board of Studies: Invite the respective Sector Skill Council (SSC) / Industry expert with the consent of the SSC as part of the Board of Studies of the University and ensure that the curriculum is approved by the Academic Council of the University.
- iv. The University/ College shall create awareness campaign around this program aligned with prescribed RASCI branding guidelines for relevant mobilization, conduct counseling sessions for students and parents before enrolments of the students.
- v. Infrastructure: The University/ College shall provide the required infrastructure for the delivery of courses in the colleges which includes existing classrooms and set up labs as per the requirement of the job role covered under Curriculum to conduct practical session of the skill-based trainings / leverage on industry strength to provide the required exposure.
- vi. As per UGC Notification, approval and guidelines therein, Universities which are authorized to offer Online Degree Courses shall ensure that 3 Year Degree Apprenticeship Program titled as “BBA in Retail Operations” is duly approved by the statutory authorities or bodies of Higher Educational Institution and the delivery mechanism conforms to the quality standards of the Online Education as specified by UGC.
 - a. Universities to ensure availability of suitable staff, Technology enabled infrastructure, e-content, Learning Management System with all security arrangements ensuring transparency and credibility of overall course implementation, tracking training delivery of a course, learner’s engagement and learning progress monitoring, attendance, reports, assessment and feedback capturing tools.
- vii. University/ College shall appoint RASCI Certified Trainers/ Teachers to skill the candidates on domain/ subjects pertaining to skill components.
- viii. University/ College shall appoint a Nodal officer, who shall be responsible for engagement and coordination with Industry Partner, RASCI, managing training schedule (General component, Skill-based training & Apprenticeship), monitoring overall implementation as per schedule, monitoring progress of the program and manage other operational modalities for successful rollout of the Degree Apprenticeship Program
- ix. The University will adopt the curriculum prescribed by RASCI which is readily available for adoption on the www.apprenticeship.org portal. The University can recommend changes in the general components of the curriculum if deemed necessary subject to approval of Board of Studies (BOS).
- x. University/ College shall register the students on the apprenticeship portal (<https://apprenticeshipindia.org/login>) with valid Aadhaar data verification online.
- xi. Maintain and share apprentice attendance records as per the University/ College ordinances specified for online classes/ physical classes and OJT duration.
- xii. University/ College will conduct the assessment of General component as per the stipulated norms and coordinate with RASCI for the assessment of Skill Component for each semester assessments.

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 67673800



- xiii. University/ College shall ensure timely completion of semester wise assessment (General & Skill Component) of all Degree Apprentice students by liaising with University/ specified authorities, RASCI & Industry Partner.
- xiv. University shall transfer a Service Fee of Rs 5000/- per learner per Academic year to RASCI at the beginning of the course/ academic year.

3. Industry Partner:

- i. Register the organization on the apprenticeship portal.
- ii. Share demand of minimum batch size of 30 for initiation of admission (In case of online disbursement of lectures the batch size is not required).
- iii. Conduct / participate in teachers / trainers & student's orientation session followed by guest lectures in virtual or class room mode as deemed suitable.
- iv. Responsible for the overall Apprenticeship on-the-job (OJT) training delivery as per approved and uploaded curriculum in the apprenticeship portal.
- v. Generate Apprentice contracts as per the curriculum.
- vi. Timely upload monthly attendance of apprentices and claim submission with UTR details for NAPS reimbursement on the apprenticeship portal.
- vii. Provide Accidental Insurance coverage to the apprentices.
- viii. Coach and mentor the students undergoing Apprenticeship OJT in the employer premises.
- ix. Record the performance of the students undergoing Apprenticeship OJT and share feedback with the College and students periodically.
- x. Complete Apprenticeship OJT assessments and provide assessment scores to RASCI
- xi. Students working with the organization as an apprentice under BBA Retail program shall not engage in any act of misconduct / subversive of discipline or efficiency. Any contravention of the clause will amount to gross misconduct during the period of their training with the organization and their contract of Apprenticeship may be discontinued with suitable disciplinary action with immediate effect, without notice
- xii. The apprentices hired will be deputed to undergo their training in the stores of Reliance Brands Limited, however, their registration on portal will be effected through Reliance SMSL.
- xiii. Appoint Degree Apprentice candidates at supervisory cadre (Team Leader / Company Nomenclature) at NSQF L5 / above subject to:
 - i. Candidates successfully completing three-year Apprenticeship with Reliance Retail Limited.
 - ii. Candidates meeting pre - screening criteria defined by employer for supervisory role
 - iii. Availability of job vacancy with employer either at base location / other locations, should the candidates be ready to migrate / relocate

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 67673800

GENERAL

- Each party warrants to the other that it has the power and authority to enter into this MOU.
- This MOU will come into effect on the date of signature by all the parties and shall remain in force for a period of 3 years.
- This MOU may only be varied by mutual agreement of the parties in writing.
- Any variation or waiver of any of the terms of this MoU shall not be binding unless set out in writing, expressed to amend this MoU, and signed by or on behalf of each of the parties.
- This MoU is executed on principal-to-principal basis only. That the Second Party or Third Party will not represent themselves before any other party as its agent of the RASCI.

Arbitration:

This MOU and all disputes and suits related thereto shall be governed, constructed, and interpreted in accordance to the laws of India, without regard to conflicts of law's provisions thereof. The parties agree to submit to the exclusive jurisdiction of the Courts of Mumbai only.

IN WITNESS WHEREOF, THE PARTIES HERETO have set their hands to this MOU on the date first above written.

<u>For and on behalf of Retailers Association's skill council of India</u>	<u>In the name and on behalf of Industry partner / Company</u>	<u>In the name and on behalf of the University/ College / Institution</u>
  <p><u>Mr. James Raphael</u> <u>Executive Head - Retailers Association's Skill Council of India (RASCI) </u> <u>Joint Central Apprenticeship Adviser - Ministry of Skill Development & Entrepreneurship (GOI) </u></p>	  <p><u>Prabhakar Patil</u> <u>Vice President-Employee Relations.</u> <u>Reliance Retail Ltd.</u></p>	 <p><u>Registrar</u> <u>Dayananda Sagar University</u></p> 

Reliance Retail Limited

CIN: U01100MH1999PLC120563 Phone: +91 22 67673800

Registered Office: 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai-400 002, India.

www.relianceretail.com

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU") is entered into on this 7th day of November 2022 at Bangalore.

BETWEEN

Retailers Association's skill council of India (RASCI), a company registered under section 25 of the Companies Act, 1956 and having its registered office at 703-704 Sagar Tech Plaza – A, Andheri-Kurla Road, Sakinaka Junction, Sakinaka, Andheri (E), Mumbai-400 072 (hereinafter called "First Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the One part;

AND

Dayananda Sagar University having its registered office at Kudlu Gate, Hosur Main Road, Bangalore - 560068 hereinafter called "Second Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the Second part;

AND

Lifestyle International Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 77^o Town Centre, Building No.3, West Wing, Off HAL Airport Road, Yamlur P O, Bengaluru 560 037 through its "Max Retail Division" (hereinafter called "Third Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the Third part;

"RASCI", "Dayananda Sagar University" and "Lifestyle International Private Limited" are hereinafter individually referred to as "Party" and collectively as "Parties".

Background:

The objective of this MOU is to engage with the Dayananda Sagar University and the Lifestyle International Private Limited to jointly implement the three-year Apprenticeship embedded Degree Program, BBA / BVOC in Retail operations program. Through this MOU, all the parties mutually agree to carry out the responsibilities stated in this document.



NHB




Lifestyle International Pvt. Ltd.
Max Retail Division,
77^o Town Centre, Building No.3, West Wing,
Off HAL Airport Road, Yamlur P.O.,
Bangalore - 560 037.
Phone: +91 (80) 41796565
Fax: +91 (80) 41528349
www.maxfashionindia.com
(CIN - U52190KA1997PTC046775)

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Roles and Responsibilities for the implementation of the 3 Year Degree Apprenticeship Program wherein party / parties can execute their roles and responsibilities in full or part under this MOU

1. RASCI (Sector Skill Council):

- i. Responsible for Curriculum design, development & enhancement as per UGC guidelines along with Industry - Academia inputs.
- ii. Manage Industry Advocacy, engagement, and Industry - RASCI - Academia Collaboration
- iii. Facilitate Employer on-boarding and creation of apprenticeship opportunities on www.apprenticeshipindia.gov.in
- iv. Facilitate registration of College/ University on Apprenticeship Portal as Basic Training Provider (BTP) & Basic Training Centre (BTC) as per Apprenticeship Curriculum.
- v. Facilitate training & certification of trainers appointed to train Skill component as per the guidelines of National Skill Development Corporation (NSDC) and Orientation of teaching faculty.
- vi. Facilitate E- guest sessions / lectures by Industry Partner once in a quarter.
- vii. Provide assessment process & schedule for semester wise skill component, in line with the examination schedule of University/College.
- viii. Facilitate timely, auditable, and quality assessments in Digital / Online mode for Skill Component in discussion with University/College and Industry Partner.
- ix. Issuance of annual exams marks & give final Apprenticeship Certificate to University/College on course completion.
- x. Before the commencement of every academic year, SSC will review with University / College and may consider introducing new sub sectors / Courses as per Industry consultation and demand
- xi. Verification and approval of claims under National Apprenticeship Promotion Scheme (NAPS) as per the guidelines provided on Apprenticeship portal
- xii. Benchmarking quality of Skill-based training, Assessments and Certifications according to the standards and processes defined.
- xiii. Facilitate transition from apprenticeship to regular employment of Degree Apprentice candidates at the supervisory cadre on successful course completion based on eligibility of candidates, vacancies available and candidate's willingness to pursue regular employment and or migrate to the location where the vacancies exist.
- xiv. Facilitate sharing of Apprentice OJT calendar of respective Industry partner with the University/College for seamless implementation as per curriculum.



NHB


max

Lifestyle International Pvt. Ltd.
Max Retail Division,
77th Town Centre, Building No.3, West Wing,
Off HAL Airport Road, Yamlur P.O.,
Bangalore - 560 037.
Phone: +91 (80) 41796565 2
Fax: +91 (80) 41528349
www.maxfashionindia.com
(CIN - U52190KA1997PTC046775)

2. College/Institute:

- i. University will identify and provide the list of Constituent / affiliated Colleges / Institutions for introduction of skill-based training. (Applicable only in case of University).
- ii. Ordinance/ Byelaws: Ordinance & Byelaws to be issued by the University regarding the Degree Apprenticeship program which will clearly state the curriculum requirement, apprenticeship training and assessment criteria of the Skill component and General Component.
- iii. Board of Studies: Invite the respective Sector Skill Council (SSC) / Industry expert with the consent of the SSC as part of the Board of Studies of the University and ensure that the curriculum is approved by the Academic Council of the University.
- iv. The College shall create awareness campaign around this program aligned with prescribed RASCI branding guidelines for relevant mobilization, conduct counseling sessions for students and parents before enrolments of the students.
- v. Infrastructure: The College shall provide the required infrastructure for the delivery of courses in the colleges which includes existing classrooms and set up labs as per the requirement of the job role covered under Curriculum to conduct practical session of the skill-based trainings / leverage on industry strength to provide the required exposure.
- vi. As per UGC Notification, approval and guidelines therein, Universities which are authorized to offer Online Degree Courses shall ensure that 3 Year Degree Apprenticeship Program titled as **"BBA in Retail Management /Operations"** is duly approved by the statutory authorities or bodies of Higher Educational Institution and the delivery mechanism conforms to the quality standards of the Online Education as specified by UGC.
 - a. Universities to ensure availability of suitable staff, Technology enabled infrastructure, e-content, Learning Management System with all security arrangements ensuring transparency and credibility of overall course implementation, tracking training delivery of a course, learner's engagement and learning progress monitoring, attendance, reports, assessment, and feedback capturing tools.
- vii. College shall appoint RASCI Certified Trainers/ Teachers for delivery of sessions on domain/ subjects pertaining to skill components.
- viii. Communicate/ share OJT calendar as received from RASCI/ Industry Partner with respective students/ parents before admission/ Course commencement to manage expectations better of all stakeholders involved.
- ix. College shall appoint a Nodal officer, who shall be responsible for engagement and coordination with Industry Partner, RASCI, managing training schedule (General component, Skill-based training & Apprenticeship), monitoring overall implementation as per schedule, monitoring progress of the program and manage other operational modalities for successful rollout of the Degree Apprenticeship Program



NIB



Lifestyle International Pvt. Ltd.
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 Fax: +91 (80) 41528349
www.maxfashionindia.com
 (CIN - U52190KA1997PTC046775)

- x. The College will adopt the curriculum prescribed by RASCI which is readily available for adoption on the www.apprenticeshipindia.gov.in portal. The University can recommend changes in the general components of the curriculum if deemed necessary subject to approval of Board of Studies (BOS).
- xi. College shall register on Apprentice Portal as Basic Training Provider (BTP) & Basic Training Centre (BTC) aligned with Curriculum with support from RASCI.
- xii. College shall register the students on the apprenticeship portal (<https://apprenticeshipindia.gov.in/login>) with valid Aadhaar data verification online.
- xiii. Maintain and share apprentice attendance records as per the College ordinances specified for online classes/ physical classes and OJT duration.
- xiv. College will conduct the assessment of General component as per the stipulated norms and coordinate with RASCI for the assessment of Skill Component for each semester assessments.
- xv. College shall ensure timely completion of semester wise assessment (General & Skill Component) of all Degree Apprentice students by liaising with University/ specified authorities, RASCI & Industry Partner.
- xvi. College shall transfer a Service Fee of Rs 5000/- per learner per Academic year to RASCI at the beginning of the course/ academic year.

3. Industry Partner:

- i. Register the organization on the apprenticeship portal.
- ii. Recommended minimum batch size is 20 to 25; however, this can be altered or modified as per mutual agreement by all parties
- iii. Conduct/ participate in teachers / trainers & student's orientation session followed by guest lectures in virtual or classroom mode as deemed suitable.
- iv. Responsible for the overall Apprenticeship on-the-job (OJT) training delivery as per approved and uploaded curriculum in the apprenticeship portal & Apprenticeship guidelines.
- v. Inform RASCI & respective college in case of any deviation in the Apprentice OJT Schedule vis-a-vis agreed OJT structure & Curriculum.
- vi. Generate Apprentice contracts for 3 years under the curriculum of **BBA in Retail Operations** along with the stipend amount **INR 9000/-** per month for pursuing graduates on pro rata basis based on attendance excluding leaves and holidays as per Apprentice Act)
- vii. Share 3- year Apprentice OJT calendar with RASCI & College before commencement of the course aligned with the Curriculum.
- viii. Timely upload of Apprentice attendance and NAPS claim submission with UTR details for stipend reimbursements under NAPS on the apprenticeship portal.
- ix. Provide Accidental Insurance coverage of INR 1,00,000/- to the apprentices.
- x. Coach and mentor, the students undergoing Apprenticeship OJT in the employer premises.



MHB



max

- xi. Record the performance of the students undergoing Apprenticeship OJT and share feedback with the College and students periodically at the end of every three (3 months) during the OJT period.
- xii. Share Pre-screening criteria & evaluation process with RASCI & Colleges for Apprentices transitioning to regular employment at supervisory level.
- xiii. Complete Apprenticeship OJT assessments and provide assessment scores to RASCI
- xiv. Students working with the organization as an apprentice under BBA Retail program shall not engage in any act of misconduct / subversive of discipline or efficiency. Any contravention of the clause will amount to gross misconduct during the period of their training with the organization and their contract of apprenticeship may be discontinued with suitable disciplinary action with immediate effect, without notice.
- xv. The apprentices hired will be deputed to undergo their training in the stores of the Employer and their registration on portal will be affected through the authorized entity name of the employer.
- xvi. Share employment details with RASCI w.r.t. regular employment of apprentices on successful course completion i.e. Designation, Grade, salary band, etc. as applicable for supervisory cadre.
- xvii. Appoint Degree Apprentice candidates at supervisory cadre (Team Leader / Company Nomenclature) & above subject to:
 - Candidates successfully completing three-year Apprenticeship with the Employer.
 - Candidates meeting pre - screening criteria & evaluation process defined by employer for supervisory role.
 - Availability of job vacancy with employer at base location / other locations, should the candidates be ready to migrate / relocate.

GENERAL

- a) Each party warrants to the other that it has the power and authority to enter this MOU.
- b) This MOU will come into effect on the date of signature by all the parties and shall remain in force for a period of 3 years and can be renewed for such further terms as applicable and mutually agreed by the parties
- c) This MOU may only be varied by mutual agreement of the parties in writing.
- d) Any variation or waiver of any of the terms of this MoU shall not be binding unless set out in writing, expressed to amend this MoU, and signed by or on behalf of each of the parties.
- e) This MoU is executed on principal-to-principal basis only. That the Second Party or Third Party will not represent themselves before any other party as its agent of the RASCI.




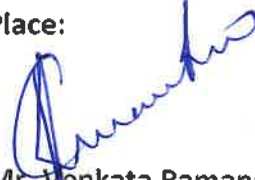
NRB

max

Dispute Resolution

This MOU and all disputes and suits related thereto shall be governed, constructed, and interpreted in accordance to the laws of India, without regard to conflicts of law's provisions thereof. The parties agree to submit to the exclusive jurisdiction of the Courts of Mumbai only.

IN WITNESS WHEREOF, THE PARTIES HERETO have set their hands to this MOU on the date first above written.

<u>For and on behalf of Retailers Association's skill council of India</u>	<u>In the name and on behalf of the college / Institution</u>	<u>In the name and on behalf of Industry partner / Company</u>
<p>Mr. James Raphael <i>Executive Head – Retailers Association Skill Council of India (RASCI) & Joint Central Apprenticeship Adviser - MSDE, GOI.</i></p> <p>Witness sign: Name: Designation: Place:</p>	<p>Dr. PUTTAMADAPPA C <i>Registrar, Dayananda Sagar University</i></p> <p>Witness sign: Name: Designation: Place:</p>	 <p>Mr. Alex Mathew <i>Senior Vice President, Head – HR Lifestyle International Private Limited</i></p> <p>Place:</p>  <p>Mr. Venkata Ramanaram <i>Vice President, Head-Business Fin & Comm Lifestyle International Private Limited</i></p> <p>Place:</p>

MHB



AND

College of physiotherapy, Dayananda Sagar University

Having its office at Shavige Malleshwara Hills, Kumaraswamy Layout, Bengaluru 560111

(hereinafter referred to as COPT)

Whereas,

ExRxIndia, an online educational community for allied health care professionals registered under MSME, disseminates knowledge through novel techniques and methodologies for the benefits of large sections of the society and offers a wide range of professional academic programs across the globe relating to Physiotherapy, Occupational therapy and Nursing

AND

The COPT, is an academic institution engaging in providing education and training to UG, PG and Ph D students of Physiotherapy under Dayananda Sagar University (DSU) which is a state private university created by an Act of the Karnataka State in 2014, meeting the needs of quality higher education in this part of the world. Education, Research, Innovation and Incubation form the core of DSU.

Now, thereof, in consideration of the mutual interest as set forth, both parties are willing to start a fruitful collaboration between them.

NOW THIS MOU WITNESSETH AS FOLLOWS:


1) **PURPOSE AND SCOPE**

- ❖ Planning, developing and implementing value-added courses to generate employment opportunities for the unemployed youths
- ❖ Conduct workshops/seminar/conference/colloquium based on the prevailing need of the society/ industry/nation.
- ❖ Organizing development programs such as faculty development program and professional development programs.
- ❖ Conduct surveys to understand the need and type of extension activities that need to be conducted for the society.
- ❖ Consultancy projects between the organizations.
- ❖ Participation in curriculum development and enhancement meetings and activities.

For Exercise Testing and Prescription



Proprietor



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Bangalore 560 078

- ❖ Conducting collaborative academic programs between the organizations.
- ❖ Internships and final year campus placements for the students between the organizations.
- ❖ Working towards collaborative activities for the Sustainable Development Goals.
- ❖ Offering value-added courses for imparting transferable and life skills for the specific underprivileged segments in the society.
- ❖ Collaborative learning resource development between the organizations.
- ❖ Facilitating student's scholarships from different agencies/ institutions.
- ❖ Organizing socio-cultural events between the organizations.
- ❖ Joint celebrations of national and international commemorative days, events and festivals.

2) USE OF NAME AND LOGO

Both parties will use the name or logo of the other party for publicity, advertising or news release only after written approval of an authorized representative of the other party.

3) TERMS AND TERMINATION

This MoU shall be effective from the date of this MoU and shall be valid for a term of 5 years unless terminated earlier by either party. The notice of the termination should be issued at least 30 days before the intended date of termination.

4) GENERAL PROVISIONS

- a. Any legal binding obligations will be set forth in separate written agreements.
- b. Any intellectual property rights developed under this MOU, shall be determined between the parties through mutual consultations and separate written agreements on case to case basis.
- c. The resource persons of both the parties shall complement each other as advisors.
- d. Neither party shall assign or transfer this MoU or any benefit or rights or obligation accruing to it under this MoU, without the written consent of the other party.
- e. This MoU imposes no financial obligations on either of the party. All pending issues or anything not covered by this MoU, are to be settled mutually by the parties to the satisfaction of each other.

For Exercise Testing and Prescription

(Signature)

Proprietor

(Signature)
PRINCIPAL
 College of Physiotherapy
 Dayananda Sagar University
 Bangalore 560 078

- f. Any other services or advices which fall outside the purview of this MoU will be based on mutual consultations between the parties.
- g. Both parties shall ensure that all formalities required by the Governments of their country/ state are complied with before the MoU is entered into.

5) FORCE MAJEURE

Neither party shall be liable for delay or failure in performance of any of its obligations under this agreement when such delay or failure arises from events or circumstances beyond the reasonable control of such party.

6) CONFIDENTIALITY

Both parties shall not use or cause the use of any confidential information for any purposes whatsoever other than those contemplated under this MoU. It is also understood and agreed that no information will be exchanged or disseminated under this MoU which does not comply with the laws of each Government.

7) RESOLUTION OF DISPUTES

Any disputes arising during the period of MoU shall be amicably resolved by good faith and trust in an ethical manner between two parties without involving any people, agency or legal party etc.

8) POINT OF CONTACT

The person nominated by the signatory authority will be the first point of contact and will be responsible for executing the above mentioned details.

IN WITNESS WHEREOF, THE PERSON SIGNING BELOW WARRANT THAT THEY ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE ORGANIZATION IDENTIFIED BELOW AND THAT BY THEIR SIGNATURES THEY BIND SUCH ORGANIZATION TO THIS AGREEMENT, AS ON THE DATE, MONTH AND YEAR MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES.

For
Exercise Testing and Prescription
Organization



Authorized Signatory
Name: *Dr. R. Chandramohan*

For Exercise Testing and Prescription

Proprietor

For
College of physiotherapy, DSU



Authorized Signatory
Name: *Dr. Sathya Gurusarasud*

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Bangalore 560 078



सत्यमेव जयते

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Government of Karnataka

Rs. 50

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Certificate No. : IN-KA62777572920924U
 Certificate Issued Date : 20-Oct-2022 11:17 AM
 Account Reference : NONACC (FI)/ kacrsfi08/ KUMARA SWAMY LAYOUT1/ KA-BV
 Unique Doc. Reference : SUBIN-KAKACRSFL0833696464177289U
 Purchased by : COLLEGE OF PHYSIOTHERAPY D S U
 Description of Document : Article 37 Note or Memorandum
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
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 First Party : COLLEGE OF PHYSIOTHERAPY D S U
 Second Party : BIMRA
 Stamp Duty Paid By : COLLEGE OF PHYSIOTHERAPY D S U
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)

सत्यमेव जयते



Please write or type below this line

Memorandum of Understanding

This agreement made by and between
College of physiotherapy, Dayananda Sagar University
 Having its office at Shavige Malleshwara Hills, Kumaraswamy Layout, Bengaluru 560111
 (hereinafter referred to as COPT)

AND

PRINCIPAL
 College of Physiotherapy
 Dayananda Sagar University
 Bangalore 560 078

Statutory Alert:

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

Bangalore Institute of Movement Research & Analysis

Having its office at Rainbow Children's Hospital, Marathahalli, Bengaluru

(hereinafter referred to as BIMRA)

WHEREAS,

The COPT, is an academic institution engaging in providing education and training to UG, PG and Ph.D students of Physiotherapy under Dayananda Sagar University (DSU) which is a state private university created by an Act of the Karnataka State in 2014, meeting the needs of quality higher education in this part of the world. Education, Research, Innovation and Incubation form the core of DSU.

And


BIMRA is a state-of-the-art 3D Gait Analysis laboratory for the analysis of children and adults with movement disorders. BIMRA specializes in 3D gait analysis of children with cerebral palsy (BTS Smart DX-300 system with 6 infra-red cameras, 2 force platforms, 6-channel dynamic EMG and 2 BTS VIXTA cameras for video analysis) and Running Analysis of athletes/ sports persons (3D Gait System with 3 infra-red Vicon cameras and specialised software from University of Calgary, Canada). BIMRA has been in operation since 2014 and has conducted nearly 1000 gait analysis for both gait and running analysis purposes.

1. Areas of cooperation- Terms and Conditions

Now, therefore, in consideration of the above premises and based on mutual understanding, the parties herein agree to the following points in this MoU:

- i. The MoU will be valid for a period of 1 Year from the date of last signature made on this document.





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Bangalore 560 078

- ii. Hands-on- training on 3D Gait Analysis shall be imparted to the selected faculty and students by BIMRA on a regular basis, the frequency of which shall be decided by both the parties through discussion.
- iii. The COPT shall introduce 3D Gait Analysis as one of the value added courses in its curriculum. The experts from BIMRA shall be invited as the resource faculty for the knowledging sharing persuit.
- iv. The COPT shall facilitate any clinical validation research trials taken up by BIMRA that may involve human participants after the necessary approvals from the competent authorities certifying the safety of the product and after getting the necessary approval from the concerned ethical committee/s. BIMRA shall extend necessary support to execute any such research work taken up by the COPT.
- v. The COPT shall depute faculty and students as participants/ volunteers for any activities such as workshops, conferences, medical camps, community programs etc., initiated by BIMRA.
- vi. The faculty of COPT shall be invited by BIMRA as mentors, experts, evaluators, jurors etc., for relevant programs.

2. Amendment and Termination

- i. This MoU may be terminated by either of the 2 parties by giving one month's notice to the other party.
- ii. During the operation of the MoU, circumstances may arise which may call for amendments in the MoU, which shall be mutually discussed and agreed upon by both parties in writing and shall form part and parcel of the original MoU as amendments.

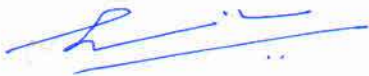



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Bangalore 560 078

3. Non-disclosure Agreement

- i. The signing of this MoU binds both participating organizations to the non-disclosure agreement, as defined in addendum-1.
- ii. The patient data documented in the due process shall be treated as confidential and will not be shared or duplicated in any form whatsoever.

For BIMRA




Authorized Signatory

Name: JAYANTH S. SAMPATH

Dr. Jayanth Sundar Semmath.
MBBS Msc, FRCSEd (Tr & Ortho), CCSI (UK)
Director, BIMRA & Consultant
Paediatric Orthopaedic Surgeon.
KMC Reg No. 89906

For College of Physiotherapy



Authorized Signatory

Name: SATHYA GURUPRASAD
PRINCIPAL

College of Physiotherapy
Dayananda Sagar University
Bangalore 560 075



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA02727084007440V
 Certificate Issued Date : 23-Jun-2023 10:49 AM
 Account Reference : NONACC (FI)/ kacrsf08/ KUMARA SWAMY LAYOUT1/ KA-BV
 Unique Doc: Reference : SUBIN-KAKACRSFL0884095080041840V
 Purchased by : COLLEGE OF PHYSIOTHERAPY DSU
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VESOMA
 Second Party : COLLEGE OF PHYSIOTHERAPY DSU
 Stamp Duty Paid By : COLLEGE OF PHYSIOTHERAPY DSU
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

For YMSSN (R)
Kumaraswamy Layout, Bangalore - 560 111

Authorized Signatory



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding executed on 24th of June 2023 at Bengaluru.

By and Between:

Vesoma, Sports Medical Centre at Centre for Sports Excellence private Ltd, Survey No. 336, Tharahunise, Jala Hobli, Yelahanka, Taluk, Bengaluru, Karnataka 562157, herein named as "First Party".

And

Statutory Alert:

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

College of Physiotherapy, School of Health Sciences, Dayananda Sagar University, Shavige Malleshwara Hills, 91st Main Rd, 1st Stage, Kumaraswamy Layout, Bengaluru, Karnataka -560111, herein named as "Second Party".

1. Second Party is a physiotherapy college dedicated to physiotherapy education, healthcare and research. The institution is run under the Dayananda Sagar University, a State Private University created by an Act of the Karnataka State in 2014.
2. First party has all the facilities, infrastructure and equipment for training of fully equipped international standard 3,500 sq. ft. gym for professional and amateur training, Life Fitness treadmills, Octane cross trainers and Concept 2 rowers, Hammer strength, Weightlifting platforms, TRX equipment and Smith machines, Sports-specific strength and conditioning programs, Certified S&C coaches and personal trainers.
3. The second party has signed this memorandum of understanding for practical observation and training facilities for physiotherapy services to be provided by the first party. This strategic collaborative alliance will enable the College of Physiotherapy, DSU students to learn the actual practice of healthcare during their training, internships and project work.
4. The first party declares that the establishment has all necessary training facilities that will be made available to all students on an equal basis.
5. At a time, training shall be imparted to a maximum of 20 students per session.
6. The first party agrees to provide to the second party, the clinical training to its students as per the norms established by Dayananda Sagar University, Bengaluru.
7. It is also agreed that students would have access to the required facilities for clinical training. However, the second party undertakes complete responsibility for maintaining the confidentiality of the information thus obtained.
8. The students will be allowed to undergo clinical training at the Centre as per their program requirements.
9. The second party shall provide academic staff for conducting periodic visits to monitor the progress of the clinical training of its students as per University norms whenever required and oversee the smooth conduct of the program. After the completion of training, feedback will be taken from the students regarding the clinical training received.
10. The training timing shall be as per the number of hours stipulated or mutually convenient for both parties.
11. The first party and authorities shall have no liability of any kind with regard to the uniforms, conveyance, accommodations, etc., of the students and interns. The second party shall be liable to take care of all such requirements.
12. The first party shall provide the service at a pre-determined cost to the second party.
13. The students will be allowed to undertake any clinically related activities only under the supervision of the first party's trained professionals.
14. The supervisor of the first party will be the disciplinary authority and will report any indiscipline by their students to the SPOC.
15. The interns and post graduate students who are opting for this posting shall adhere to the rules, regulations and discipline of the first party as amended from time to time including POSH and POSCO rules.
16. All types of leaves required by the students, i.e., casual leaves or unauthorized absences, shall be dealt by both parties concerned.
17. The requisite lectures, teaching, and training will be imparted to the students as per the DSU norms, and the second party can use the clinical findings for research and publication purposes only with written consent.

18. The first party shall not provide teaching to the students through any external lecturer without the second party's consent. However, students may attend any seminar/indoor training being conducted within the academy if allowed by the supervisor of the first party.
19. The end of the training evaluation shall be conducted by the first party, and the report of the same will be submitted to the second party.
20. The first party will issue attendance and training/internship completion certificates to the students at the end of the program.
21. In addition, both the parties shall be involved in collaborative research activities with mutual consent and the terms pertaining to the same shall be laid down on case to case basis.
22. Both parties shall utilize the expertise of each other for academics, clinical and research purpose viz., planning value added and certificate courses, conferences, workshops, scientific paper publications etc., whenever the need arises.

Commercial Term:

1. The first party will be charging Rs. 5000/- rupees per student (Interns and Post Graduate students) per month as a result of signing the MOU. (The actual amount charged is Rs. 8000/- per student per month in absence of MOU).
2. This pricing shall be valid for a period of three years from 13th April 2023. It shall be revised/ extended after mutual discussion by both parties.

This agreement is to be in effect as per Vesoma, Sports Medical Centre, at Centre for Sports Excellence and College of Physiotherapy, DSU, from the time of its endorsement by both parties and shall be renewed from time to time with the consent of both parties.

IN WITNESS WHEREOF the said parties have executed this Memorandum of Understanding and will be effective from 13th April 2023.



DR. BALAKRISHNAN.

Center Head
Vesoma,
Sports Medical Center,
Center for Sports Excellence Pvt Ltd,
Jala Hobli, Yelahanka Taluk,
Bengaluru, 562157

Dean
School of Health Sciences,
Dayananda Sagar University
Bengaluru

Witness



MS Pooja D,
Sports physiotherapist and Internship in
charge
Vesoma,
Sports Medical Center,
Center for Sports Excellence Pvt Ltd,
Jala Hobli, Yelahanka Taluk,
Bengaluru. 562157

Witness

Principal
College of Physiotherapy,
School of Health Sciences,
Dayananda Sagar University,
Bengaluru



ಬೆಳಿಗ್ಗೆ 9:30 ರಿಂದ ಮಧ್ಯಾಹ್ನ 12:30ರ ವರೆಗೆ ಸಂಪೂರ್ಣ ಉಚಿತವಾಗಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಸೇವಾ ಸೌಲಭ್ಯವನ್ನು ನೀಡುವುದು.

ಈ ಸಂಬಂಧವಾಗಿ

ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ (ಡಿ.ಎಸ್.ಯು.), ಬೆಂಗಳೂರು

ಹಾಗೂ

ಅಬಲಾಶ್ರಮ, ಬಸವನಗುಡಿ, ಬೆಂಗಳೂರು

ಇವೆರಡು ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ ಸಾರ್ವಜನಿಕರಿಗೆ ಉತ್ತಮ ಸೇವೆ ಉಚಿತವಾಗಿ ಒದಗಿಸಲು ಈ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾಲಯವನ್ನು ಪ್ರಾರಂಭಿಸಲು ಒಡಂಬಡಿಕೆ ಮಾಡಿಕೊಳ್ಳಲಾಗುವುದು.

ಗೌರವಾನ್ವಿತ ಕಾರ್ಯದರ್ಶಿಗಳು, ಅಬಲಾಶ್ರಮ, ಬಸವನಗುಡಿ, ಬೆಂಗಳೂರು- ಇವರನ್ನು ಮೊದಲನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಪ್ರಾಂಶುಪಾಲರು, ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ಡಿ.ಎಸ್.ಯು., ಬೆಂಗಳೂರು- ಇವರನ್ನು ಎರಡನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಇವರುಗಳ ಮಧ್ಯೆ ಈ ಕೆಳಗೆ ತಿಳಿಸಿರುವ ಒಡಂಬಡಿಕೆಯು ಒಪ್ಪಂದದ ದಿನಾಂಕ 15 ಮಾರ್ಚ್ 2023 ರಿಂದ ಮೂರು ವರ್ಷಗಳ ಅವಧಿಗೆ ನವೀಕೃತಗೊಂಡಿರುತ್ತದೆ.

ಮೊದಲನೇ ಪಕ್ಷದಾರರಾದ, ಕಾರ್ಯದರ್ಶಿಗಳು, ಅಬಲಾಶ್ರಮ, ಬಸವನಗುಡಿ, ಬೆಂಗಳೂರು ವತಿಯಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ಒದಗಿಸಬೇಕಾಗುತ್ತದೆ.

ಅಬಲಾಶ್ರಮದಲ್ಲಿ ಒಂದು ಉತ್ತಮ ದರ್ಜೆಯ ಫಿಸಿಯೋಥೆರಪಿ ವೈದ್ಯಕೀಯ ಚಿಕಿತ್ಸಾ ಕೇಂದ್ರವನ್ನು ಪ್ರಾರಂಭಿಸಲು ಈ ಕೆಳಕಂಡ ಅವಶ್ಯಕತೆಗಳನ್ನು ಅಬಲಾಶ್ರಮದ ವತಿಯಿಂದ ಒದಗಿಸಲಾಗುವುದು.

1. ಈ ಒಡಂಬಡಿಕೆಯಡಿಯಲ್ಲಿ ಪ್ರಸ್ತುತ ಅಬಲಾಶ್ರಮ ಬಸವನಗುಡಿಯ ಕಟ್ಟಡದ ಒಂದು ಕೊಠಡಿಯನ್ನು ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾಲಯವನ್ನು ಪ್ರಾರಂಭಿಸಲು ಒದಗಿಸಲಾಗುತ್ತದೆ.
2. ಈ ಒಡಂಬಡಿಕೆಯಡಿಯಲ್ಲಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಬೇಕಾಗುವ ಎಲ್ಲ ಸಾಧನೋಪಕರಣಗಳನ್ನು ಒದಗಿಸುವುದು.
3. ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಬೇಕಾಗುವ ಇನ್ನಿತರೆ ಸಾಧನ ಸಾಮಗ್ರಿಗಳ (consumables) ವೆಚ್ಚವನ್ನೂ ಸಹ ಸದರಿ ಸಂಸ್ಥೆಯವರೇ ಭರಿಸಲು ಒಪ್ಪಿರುತ್ತಾರೆ.



FOR ABALASHRAMA

MUN. SECRETARY

ಉದಾ.: cotton, gel, tissue, micropore tape, sanitizer, gloves, PPE, ಇತ್ಯಾದಿ

4. ಅಬಲಾಶ್ರಮದ ನಾಲ್ಕನೇ ದರ್ಜೆಯ ಒಬ್ಬ ನೌಕರನನ್ನು ಸೇವೆಗಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.
5. ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಕೊಠಡಿಗೆ ನಿರಂತರ ವಿದ್ಯುಚ್ಛಕ್ತಿ, ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ವ್ಯವಸ್ಥೆ ಒದಗಿಸಲಾಗುತ್ತದೆ.
6. ಫಿಸಿಯೋಥೆರಪಿ ಕ್ಲಿನಿಕ್ ನ ಅಭಿವೃದ್ಧಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅವಶ್ಯಕತೆ ಬಿದ್ದಾಗ ಸಭೆ ನಡೆಸುವುದು.

ಎರಡನೇ ಪಕ್ಷದಾರರಾದ ಪ್ರಾಂಶುಪಾಲರು, ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ಡಿ.ಎಸ್.ಯು. ರವರು ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ನೀಡಲು ಒಪ್ಪಿರುತ್ತಾರೆ.

ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಪ್ರಸ್ತುತ ಚಿಕಿತ್ಸೆಗಾಗಿ ಬರುವ ಸಾರ್ವಜನಿಕರಿಗೆ ಸಂಪೂರ್ಣ ಉಚಿತವಾಗಿ ಸೇವೆ ಒದಗಿಸುವ ಸಂಬಂಧ ಅರ್ಹ ಫಿಸಿಯೋಥೆರಪಿ ತಜ್ಞರು, ಇಂಟರ್ನ್ ಹಾಗೂ ಸ್ನಾತಕೋತ್ತರ ವಿದ್ಯಾರ್ಥಿಗಳು ಸೇವೆಯನ್ನು ಉಚಿತವಾಗಿ ನೀಡುತ್ತಾರೆ. ಕೆಳಕಂಡ ಫಿಸಿಯೋಥೆರಪಿ ಸೇವೆಗಳು ಲಭ್ಯವಿರುತ್ತವೆ.

ಸ್ತ್ರೀರೋಗ ಸಂಬಂಧಿಸಿದಂತೆ:

1. ಮೂಳೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಖಾಯಿಲೆಗಳಿಗೆ ಫಿಸಿಯೋಥೆರಪಿ
2. ಮೆದುಳು ಮತ್ತು ನರಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ
3. ಮಕ್ಕಳ ಖಾಯಿಲೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ
4. ಬೊಜ್ಜು, ಸ್ತೂಲಕಾಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ ಸಲಹೆ
5. ವಯೋವೃದ್ಧರಿಗೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ
6. ಹೃದಯದ ಶಸ್ತ್ರಚಿಕಿತ್ಸೆ, ಇನ್ನಿತರೆ ಶಸ್ತ್ರಚಿಕಿತ್ಸೆಯ ನಂತರದ ಫಿಸಿಯೋಥೆರಪಿ
7. ಶ್ವಾಸಕೋಶದ ತೊಂದರೆಗಳಿಗೆ ಫಿಸಿಯೋಥೆರಪಿ
8. ಮಧುಮೇಹ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ, ಸಲಹೆ
9. ಗರ್ಭಿಣಿ ಸ್ತ್ರೀ ಮತ್ತು ಬಾಣಂತಿಯರಿಗೆ ಅನ್ವಯಿಸುವ ಫಿಸಿಯೋಥೆರಪಿ

ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗಾಗಿ ಬರುವ ಸಾರ್ವಜನಿಕರಿಗೆ ಸಂಪೂರ್ಣ ಉಚಿತವಾಗಿ ಫಿಸಿಯೋಥೆರಪಿ ತಜ್ಞರುಗಳ ಸೇವೆಯನ್ನು ನೀಡಲು ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ಡಿ.ಎಸ್.ಯು. ಪ್ರಾಂಶುಪಾಲರು ಒಪ್ಪಿರುತ್ತಾರೆ.

ಫಿಸಿಯೋಥರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಮಾಸಿಕವರದಿಗಳು ಹಾಗೂ ಇತರೆ ವಿಷಯಗಳ
ವರದಿಗಳನ್ನು ಕಾರ್ಯದರ್ಶಿಗಳು, ಅಬಲಾಶ್ರಮ ರವರಿಗೆ ಕಾಲಕಾಲಕ್ಕೆ ತಲುಪಿಸುವುದು.

ಪ್ರಸ್ತುತ ಈ ಒಪ್ಪಂದದ ಕರಾರನ್ನು ದಿನಾಂಕ: 15 ಮಾರ್ಚ್ 2023 ರಿಂದ ಮೂರು ವರ್ಷಗಳ
ಅವಧಿಗೆ ಜಾರಿಗೊಳಿಸಲು ತೀರ್ಮಾನಿಸಿದೆ. ಯಾವುದೇ ಸಮಯದಲ್ಲೂ ಸದರಿ
ಒಡಂಬಡಿಕೆಯನ್ನು ರದ್ದು ಪಡಿಸಲು ಎರಡೂ ಸಂಸ್ಥೆಗಳೂ 3 ತಿಂಗಳ
ಸೂಚನಾವಧಿಯನ್ನು ನೀಡಿ ಮುಂದುವರೆಯತಕ್ಕದ್ದು.


For ABALASHRAMA



NON-SECRETARY

ಅಬಲಾಶ್ರಮ

ಬೆಂಗಳೂರು 560068



ಪ್ರಾಂಶುಪಾಲರು,

ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥರಪಿ,

ಡಿ.ಎಸ್.ಯು.

ಬೆಂಗಳೂರು 560111

AND

Dayananda Sagar Entrepreneurship Research and Business Incubation Foundation

Having its office at 44/54, 30th cross, Tilaknagar Extension, Bengaluru 560041

(hereinafter referred to as DERBI)

WHEREAS,

The COPT, is an academic institution engaging in providing education and training to UG, PG and Ph D students of Physiotherapy. COPT has been part of evaluation and scientific validation of rehabilitation products developed by the startups supported by DERBI.

And

DERBI Foundation, is a section 08 non-profit business incubation center supported by the Department of Science and Technology, Ministry of Electronics and Information Technology, Department for Promotion of Industry and Internal Trade, GoI, and hosted by Dayananda Sagar Group of Institutions.

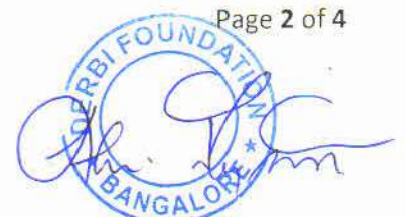
DERBI has supported more than 150 startups and worked with 180+ mentors or experts representing various institutes, corporate and hospitals.

1. Areas of cooperation- Terms and Conditions

Now, therefore, in consideration of the above premises and based on mutual understanding, the parties herein agree to the following points in this MoU:

- i. The MoU is being renewed for a period of 3 Years from the date of last signature made on this document.
- ii. An initial hands-on- training shall be imparted to the selected faculty and students by DERBI as and when a new health care product will be developed by startups supported by DERBI.
- iii. The panel of faculty and students from the COPT shall give necessary inputs as per the requirements of the patient/ target group to facilitate further modification of the product.
- iv. The faculty of COPT shall be invited as mentors, experts, evaluators, and jurors for relevant programs.

P. S. S. S.

Page 2 of 4


- v. The COPT shall facilitate clinical validation of the device/ tool/equipment through research trials that may involve human participants after the necessary approvals from the competent authorities certifying the safety of the product and after getting the necessary approval from the concerned ethical committee/ s.
- vi. The COPT shall facilitate community development activities using startup solutions in coordination with DERBI.
- vii. Staff form the DERBI foundation as well as from the concerned startup company shall extend necessary support to execute any such research work taken up by the COPT.
- viii. The following terms and conditions shall be considered on a case to case basis.
 - The cost incurred towards the research work, including that incurred towards publication shall be borne by the concerned startup company through DERBI.
 - COPT shall be given due credits by including the faculty contributing to any research as authors/ co-author in the publications resulting from that research work.
 - DERBI as well as the concerned startup company shall not have objection to the COPT making use of the products innovated by the supported startup for academics, patient care and research purpose.
 - An honorarium shall be paid by DERBI towards consultancy charges for the COPT faculty significantly contributing to any such activities. The quantum of remuneration shall be decided by mutual consensus between both the parties.

2. Amendment and Termination

- i. This MoU may be terminated by either of the 2 parties by giving one month's notice to the other party.
- ii. During the operation of the MoU, circumstances may arise which may call for amendments in the MoU, which shall be mutually discussed and agreed upon by both parties in writing and shall form part and parcel of the original MoU as amendments.

3. Non-disclosure Agreement

- i. The signing of this MoU binds both participating organizations to the non-disclosure agreement. as defined in addendum-1.

P. Sathy



- ii. The patient data documented in the due process shall be treated as confidential and will not be shared or duplicated in any form whatsoever.

For DERBI Foundation



Authorized Signatory

Name: Dr. Lakshmi Jagannathan



For College of Physiotherapy



Authorized Signatory

Name:





सत्यमेव जयते

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Government of Karnataka

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ಕರಾರು ಒಪ್ಪಂದ

ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ(ಡಿ.ಎಸ್.ಯು), ಬೆಂಗಳೂರು
ಹಾಗೂ

ಮನೋನಂದನ ಟ್ರಸ್ಟ್ (ರಿ), ನಂ.೧, ನೇ ಮುಖ್ಯ ರಸ್ತೆ, ಟಾಟಾ ಸಿಲ್ಕ್ ಫಾರ್ಮ್ . ಕೆ.ಆರ್.ರಸ್ತೆ, ಬೆಂಗಳೂರು ಇವರ ಜಂಟಿ
ಸಹಭಾಗಿತ್ವದಲ್ಲಿ

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P. Sathy
Principal

College of Physiotherapy,
Dayananda Sagar University,
Bangalore, 560078

ಮನೋನಂದನ ಟ್ರಸ್ಟ್ (೦), ಸಂಸ್ಥೆಯಲ್ಲಿ ದಾಖಲಾಗಿರುವ ವಿಶೇಷ ಮಕ್ಕಳಿಗೆ ಉತ್ತಮ ಸೇವೆ ಉಚಿತವಾಗಿ ಒದಗಿಸಲು ಸಾಪ್ತಾಹಿಕ ಫಿಸಿಯೋಥೆರಪಿ ಸೌಲಭ್ಯವನ್ನು ಪ್ರಾರಂಭಿಸಲು ಒಡಂಬಡಿಕೆ ಮಾಡಿಕೊಳ್ಳಲಾಗುವುದು.

ಈ ಒಡಂಬಡಿಕೆಯಲ್ಲಿ ಬೆಂಗಳೂರು ನಗರಜಿಲ್ಲೆ ನಂ. ನಂ.1, 3ನೇ ಮುಖ್ಯ ಚಾಟಾ ಸಿಲ್ವಾ ಫಾರ್ಮ್ , ಕೆ.ಆರ್.ರಸ್ತೆಯಲ್ಲಿರುವ ಮನೋನಂದನ ಟ್ರಸ್ಟ್ (೦), ಸಂಸ್ಥೆಯ ಆವರಣದ ಒಂದು ಕೊಠಡಿಯಲ್ಲಿ ವಿಶೇಷ ಮಕ್ಕಳ ಆರೋಗ್ಯ ಸಂರಕ್ಷಣೆ ಹಾಗೂ ಸಂವರ್ಧನೆಯ ಹಿತದೃಷ್ಟಿಯಿಂದ ಫಿಸಿಯೋಥೆರಪಿ ಸೌಲಭ್ಯವನ್ನು ಪ್ರಾರಂಭಿಸುವುದು. ಸದರಿ ಸಂಸ್ಥೆಯ ಆವರಣದಲ್ಲಿ ವಾರದಲ್ಲಿ ಒಂದು ನಿಗದಿತ ದಿನದಂದು ಬೆಳಿಗ್ಗೆ 9.30 ರಿಂದ ಮಧ್ಯಾಹ್ನ 12.30ರವರೆಗೆ ಸಂಪೂರ್ಣ ಉಚಿತವಾಗಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಸೇವಾ ಸೌಲಭ್ಯವನ್ನು ಒದಗಿಸುವುದು.

ಈ ಸಂಬಂಧವಾಗಿ, ಪ್ರಾಂಶುಪಾಲರು , ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ (ಡಿ.ಎಸ್.ಯು), ಬೆಂಗಳೂರು ಇವರನ್ನು ಮೊದಲನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಗೌರವಾನ್ವಿತ ಅಧ್ಯಕ್ಷರು ಹಾಗೂ ವ್ಯವಸ್ಥಾಪಕ ಟ್ರಸ್ಟಿ ಮನೋನಂದನ ಟ್ರಸ್ಟ್ (೦), ಬೆಂಗಳೂರು-ಇವರನ್ನು ಎರಡನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಇವರುಗಳ ಮಧ್ಯೆ ಈ ಕೆಳಗೆ ತಿಳಿಸಿರುವ ಒಡಂಬಡಿಕೆಯು ಒಪ್ಪಂದದ ದಿನಾಂಕ 21.10.2022 ರಿಂದ 3 ವರ್ಷದ ಅವಧಿಗೆ ಜಾರಿಯಲ್ಲಿರುತ್ತದೆ.

ಈ ಒಡಂಬಡಿಕೆಯಲ್ಲಿ ಮೊದಲನೇ ಪಕ್ಷದಾರರಾದ ಪ್ರಾಂಶುಪಾಲರು , ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ(ಡಿ.ಎಸ್.ಯು) ರವರು ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ನೀಡಲು ಒಪ್ಪಿರುತ್ತಾರೆ.

1. ಪ್ರಸ್ತುತ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆ ಅವಶ್ಯಕತೆಯಿರುವ ಮನೋನಂದನ ಟ್ರಸ್ಟ್ , ಸಂಸ್ಥೆಯ ವಿಶೇಷ ಚೇತನ ಮಕ್ಕಳಿಗೆ ಸೇವೆ ಒದಗಿಸುವ ಸಂಬಂಧ ಅರ್ಹ ಫಿಸಿಯೋಥೆರಪಿ ತಜ್ಞರು, ಸ್ನಾತಕೋತ್ತರ ವಿದ್ಯಾರ್ಥಿಗಳು ಇಲ್ಲವೇ ಇಂಟರ್ನ್ ಒಳಗೊಂಡ ತಂಡವನ್ನು ವಾರದ ಒಂದು ನಿಗದಿಯ ದಿನದಂದು ಕಳುಹಿಸಿಕೊಡಲಾಗುವುದಾಗಿಪ್ರಾಂಶುಪಾಲರು , ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ(ಡಿ.ಎಸ್.ಯು) ಒಪ್ಪಿರುತ್ತಾರೆ.
2. ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಮಾಸಿಕ ವರದಿಗಳು ಹಾಗೂ ಇತರೆ ವಿಷಯಗಳ ವರದಿಗಳನ್ನು ಅಧ್ಯಕ್ಷರು ಹಾಗೂ ವ್ಯವಸ್ಥಾಪಕ ಟ್ರಸ್ಟಿ ಮನೋನಂದನ ಟ್ರಸ್ಟ್ (೦), ಇವರಿಗೆ ಕಾಲಕಾಲಕ್ಕೆ ತಲುಪಿಸುವುದು.
3. ಪ್ರತಿಯೊಂದು ಮಗುವೂ ಉಳಿದ ದಿನಗಳಲ್ಲಿ ಸ್ವಾವಲಂಬನೆಯಿಂದ ಇಲ್ಲವೇ ಕನಿಷ್ಠತಮ ಸಹಾಯದಿಂದ ನಿರ್ವಹಿಸಬಲ್ಲ ಚಿಕಿತ್ಸಾ ಕ್ರಮಗಳ ಹಾಗೂ ವ್ಯಾಯಾಮಗಳ ವಿವರಗಳನ್ನು ಸಂಬಂಧ ಪಟ್ಟ ಪೋಷಕರು ಇಲ್ಲವೇ ಫ್ಯಾಸಿಲಿಟೇಟರ್ ಗಳ ಗಮನಕ್ಕೆ ತಂದು ಮಕ್ಕಳಿಗೆ ನೆರವಾಗುವ ಬಗ್ಗೆ ಅವರಿಗೆ ತರಬೇತಿ ನೀಡಲಾಗುವುದು.

ಎರಡನೇ ಪಕ್ಷದಾರರಾದ, ಅಧ್ಯಕ್ಷರು ಹಾಗೂ ವ್ಯವಸ್ಥಾಪಕ ಟ್ರಸ್ಟಿ ಮನೋನಂದನ ಟ್ರಸ್ಟ್ (೦),ಬೆಂಗಳೂರು, ಇವರ ವತಿಯಿಂದ ಮನೋನಂದನ ಟ್ರಸ್ಟ್ ಆವರಣದಲ್ಲಿ ಒಂದು ಉತ್ತಮ ದರ್ಜೆಯ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಸೌಲಭ್ಯವನ್ನು ಪ್ರಾರಂಭಿಸಲು ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ಒದಗಿಸಬೇಕಾಗುತ್ತದೆ. ಈ ಅವಶ್ಯಕತೆಗಳನ್ನು ಮನೋನಂದನ ಟ್ರಸ್ಟ್ ವತಿಯಿಂದ ಒದಗಿಸಲಾಗುವುದು.

ಈ ಒಡಂಬಡಿಕೆಯಲ್ಲಿ ಪ್ರಸ್ತುತ ಮನೋನಂದನ ಟ್ರಸ್ಟ್, ಕೆ.ಆರ್.ರಸ್ತೆ ಕಟ್ಟಡದ ಒಂದು ಕೊಠಡಿಯನ್ನು ಫಿಸಿಯೋಥೆರಪಿ ಸೌಲಭ್ಯ ಕಾರ್ಯಗತಗೊಳಿಸುವ ಸಲುವಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.

1. ಉತ್ತಮ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಬೇಕಾಗುವ ಎಲ್ಲ ಸಾಧನೋಪಕರಣಗಳನ್ನು ಒದಗಿಸುವುದು.
2. ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಬೇಕಾಗುವ ಇನ್ನಿತರೆ ಉಪಭೋಗ್ಯ ಸಾಮಗ್ರಿಗಳ ವೆಚ್ಚವನ್ನೂ ಸಹ ಸದರಿ ಸಂಸ್ಥೆಯವರೇ ಫರಿಸಲು ಒಪ್ಪಿರುತ್ತಾರೆ. (ಉದಾ: Cotton, Gel, Tissue, Micropore Tape, Sanitizer, Gloves, PPE, Kinesio Tape etc)
3. ಮನೋನಂದನ ಟ್ರಸ್ಟ್ ನ ನಾಲ್ಕನೇ ದರ್ಜೆಯ ಒಬ್ಬ ನೌಕರನನ್ನು ಸೇವೆಗಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.
4. ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಕೊಠಡಿಗೆ ನಿರಂತರ ವಿದ್ಯುಚ್ಛಕ್ತಿ, ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ವ್ಯವಸ್ಥೆ ಒದಗಿಸಲಾಗುತ್ತದೆ.
5. ಫಿಸಿಯೋಥೆರಪಿ ಸೌಲಭ್ಯದ ಅಭಿವೃದ್ಧಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅವಶ್ಯಕತೆ ಬಿದ್ದಾಗ ಸಭೆ ನಡೆಸುವುದು.


ಪ್ರಸ್ತುತ ಈ ಒಪ್ಪಂದದ ಕರಾರನ್ನು ದಿನಾಂಕ: 20.10.2022 ರಿಂದ ಮೂರು ವರ್ಷದ ಅವಧಿಗೆ ಜಾರಿಯಲ್ಲಿರುವುದಾಗಿ ಉಭಯ ಪಕ್ಷಗಳು ಒಪ್ಪಿರುತ್ತಾರೆ. ಯಾವುದೇ ಸಮಯದಲ್ಲೂ ಸದರಿ ಒಡಂಬಡಿಕೆಯನ್ನು ರದ್ದು ಪಡಿಸಲು ಎರಡೂ ಸಂಸ್ಥೆಗಳೂ 3 ತಿಂಗಳ ಸೂಚನಾವಧಿಯನ್ನು ನೀಡಿ ಮುಂದುವರೆಯತಕ್ಕದ್ದು.



ಪ್ರಾಂಶುಪಾಲರು
ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ,
ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ,
ಕುಮಾರಸ್ವಾಮಿ ಬಡಾವಣೆ,
ಬೆಂಗಳೂರು-560111

Principal
College of Physiotherapy,
Dayananda Sagar University,
Bangalore, 560078

MANONANDANA TRUST (R)


Authorised Signatories
ಅಧ್ಯಕ್ಷರು ಹಾಗೂ ವ್ಯವಸ್ಥಾಪಕ ಟ್ರಸ್ಟಿ
ಮನೋನಂದನ ಟ್ರಸ್ಟ್ (ರಿ)
ನಂ.೧, ನೇ ಮುಖ್ಯ ರಸ್ತೆ,
ಟಾಟಾ ಸಿಲ್ಕ್ ಫಾರ್ಮ್, ಕೆ.ಆರ್. ರಸ್ತೆ
ಬೆಂಗಳೂರು-560004

MANONANDANA TRUST (R)

No 1, 3rd Main Road,
Tatasilk Farm, K.R. Road
Bangalore - 560 004

College of Physiotherapy, School of Health Sciences, Dayananda Sagar University and DFI may hereinafter be referred to individually as "Party" and collectively as "Parties".

WHERE AS:

DFI is a non-profit organization established as a charitable trust based at New Delhi. It caters to the health, social and recreation needs & opportunities for aged people.

AND

WHERE AS COPT, DSU is a Physiotherapy college dedicated to physiotherapy education, healthcare and research. The institution is run under the Dayananda Sagar University, a State Private University created by an Act of the Karnataka State in 2014.

WHEREAS now **COPT, DSU** and **DFI** wish to enter into an agreement for the purpose of providing a mutually beneficial arrangement for the purpose of updating, enhancing and further developing, the standard of healthcare education, research and Physiotherapy practice. Also for promoting the exchange of information, provision of training and development in healthcare education & research.

This may include but not limited/restricted to acceptance of students for practical attachment, sharing of training material, faculty development and administration of specialized courses, collaboration in areas of research, training & industrial design and conducting clinical evaluation, study trials, CMEs, protocols and data analysis.

For each specific activity the financial and other deliverables will be jointly worked out and formalized through separate agreement as the case may be.

THE PARTIES AGREE as follows:

ARTICLE I

COLLABORATION

The Parties will collaborate in the manner described as under –

- Subject to contract & arrangements to be made College of Physiotherapy, Dayananda Sagar University Deliverables, include, and are not limited to:
 - To develop protocols which would focus on identifying needs and areas of rehabilitation and training for elders, women, children and patients for family members/community workers/doctors/nurses/paramedics/therapists in their home/workplace/hospital regarding treatment/handling of patients, and lay people to train as physiotherapists for public health.
 - Evaluate, assess, and work for the solutions to the identified problems. Develop mobile health solutions.
 - To develop workshop for patients/ elders/ children/ family members/community workers/ doctors / therapists/ nurses / paramedics to get oriented to the concepts developed.
 - To provide DFI with expertise, in healthcare platform design, development and testing of new protocols and data analysis.
 - To Conduct Joint Research & Educational Projects.

x *Asanayia*

Judha Sankar

Publication credits: In projects where staff &/or students of **College of Physiotherapy, Dayananda Sagar University** are Principal investigators, they will be enlisted as First authors and due credit will be given to members of DFI as second, third or fourth authors provided the said members have contributed substantially to framing of the study protocol, data collection, analysis &/or manuscript. In case it is not so, their role will be acknowledged duly in the article. The same terms will apply to projects where members of DFI are Principal investigators.

• **Subject to contract & arrangements to be agreed DFI Deliverables to include and not limited to**

- Provide students and professionals of **College of Physiotherapy, Dayananda Sagar University** an opportunity to have attachments with DFI for furtherance of their training needs and for professional enhancement.
- To conduct joint research & educational projects.
- Provide clinical expertise available with DFI as and when required by **College of Physiotherapy, Dayananda Sagar University** such as faculty, protocol development, mobile health apps, etc.
- To conduct workshop for patients/ elders/ children/ family members/community workers/ doctors / therapists/ nurses / paramedics to get oriented to the concepts developed.
- Develop projects with founders & staff/students at **College of Physiotherapy, Dayananda Sagar University** by investigating the state of the art around technology related to the challenge, establish design constraints, brainstorm design concepts, then design and manufacture prototypes.
- Evaluate, assess, and work for the solutions to the identified problems.

Details of collaboration in terms of sharing:

Both parties agree to the following terms & conditions with respect to publications credits in the projects undertaken jointly or where either party has provided substantial contribution in terms of logistical support, manuscript writing/editing etc.

ARTICLE II

COSTS OF COLLABORATION

No party shall be held liable, by the other party, for any of the cost incurred during the collaboration.

ARTICLE III

NON-BINDING NATURE OF MOU

Notwithstanding anything contained in this MOU, including the Schedule, to the contrary, the Parties agree that save for the provisions of this Article III (Non-Binding Nature of MOU) and Article II (Costs of Collaboration), V (Confidentiality & Proprietary Branding) and VI (Governing Law), this MOU has no legal or binding effect.

This MOU does not create any legal obligation to enter into any form of collaboration between the Parties and shall not be deemed to be an exclusive arrangement for either Party.

Notwithstanding anything hereinabove both the parties may mutually agree for further collaborations on more areas of Medical Education & research as per the terms and conditions to be entered through a detailed written agreement.

Term of MOU: This MOU shall remain in force for a period of 5 years from the effective date.

Effective date: Shall mean the date of signing of this agreement by both parties.

ARTICLE IV ASSISTANCE, COOPERATION AND GOOD FAITH OF THE PARTIES

The Parties acknowledge that the attainment of the objectives of this MOU is dependent upon the joint efforts of both parties through mutual trust and confidence and conducted in good faith. In this regard, the Parties shall endeavor to make available to the other such assistance as may be reasonably necessary, as they mutually determine, to attain the objectives.

ARTICLE V CONFIDENTIALITY & PROPRIETARY BRANDING

A Party in receipt of Confidential Information from the other Party must not use or disclose the other Party's Confidential Information without that other Party's prior consent.

Neither Party may make any public announcement in relation to this MOU without first obtaining the approval of the other Party. Confidential Information means (i) the subject and terms of this MOU and (ii) all information (in whatever form) disclosed by one Party to the other, whether before or after the date of this MOU but excludes information which (a) is or becomes public knowledge other than through a breach of this MOU (b) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure or (c) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential.

Each Party shall not use any name, logo, trade name, trademark, service mark or other symbol associated with the other Party without the prior consent of the other Party.

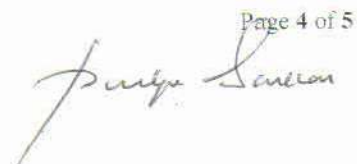
ARTICLE VI AMENDMENTS & TERMINATION

Amendments - This MOU may be modified or amended in writing with the express written consent of both parties.

Termination - The parties have the option to withdraw from any or all other areas of cooperation covered by this MOU by giving a notice of not less than 30 days in writing to other party informing the cause(s) for termination. However the provisions of confidentiality shall bind both parties.

IN WITNESS WHEREOF, the parties hereby affix their signatures on the date and place mentioned above.



Page 4 of 5


Signed by

Name: **Dr. Alakananda Banerjee**

Designation: Founder Dharma
Foundation of India

Duly authorized to sign for and on
behalf of: Dharma Foundation of
India

In the presence of:

Name:

Signature:

Signed by

Name: **Dr. Pushpa Sarkar**

Designation: Dean, School of Health
Sciences, DSU

Duly authorized to sign for and on
behalf of: College of Physiotherapy,
Dayananda Sagar University,
Bengaluru.

In the presence of:

Name: Dr. Sathya Guruprasad

Signature:



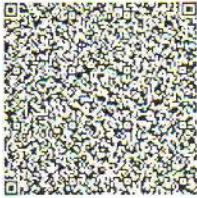
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ಈ ಒಡಂಬಡಿಕೆಯು ದಿನಾಂಕ 09 ಆಗಸ್ಟ್ 2023 ರಂದು
ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್, ಕನಕಪುರ, ರಾಮನಗರ ಜಿಲ್ಲೆ 562117

ಹಾಗೂ

ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ಸ್ಕೂಲ್ ಆಫ್ ಹೆಲ್ತ್ ಸೈನ್ಸಸ್, ದಯಾನಂದ ಸಾಗರ ಯೂನಿವರ್ಸಿಟಿ, ಹಾರೋಹಳ್ಳಿ,

ಕನಕಪುರ ರಸ್ತೆ, ಕರ್ನಾಟಕ 562112

ಇವರ ನಡುವೆ ನಡೆದಿರುತ್ತದೆ

[Handwritten signature]

[Handwritten signature]

Page 1 of 4

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ದೇಶದಲ್ಲಿ ಶಿಕ್ಷಣದ ಮಟ್ಟವನ್ನು ಸುಧಾರಿಸಲು ಮತ್ತು ಮಕ್ಕಳನ್ನು ಶಿಕ್ಷಣದೊಂದಿಗೆ ಸಂಪರ್ಕಿಸಲು ಕೇಂದ್ರ ಸರ್ಕಾರ ಹಲವು ಯೋಜನೆಗಳನ್ನು ಆರಂಭಿಸಿದೆ. ಈ ವೈಕಿ ಸಮಗ್ರ ಶಿಕ್ಷಾ ಅಭಿಯಾನ (SSK) ಪ್ರಮುಖ ಯೋಜನೆಯಾಗಿದೆ. ಈ ಮೂಲಕ ಮಕ್ಕಳ ಶಿಕ್ಷಣದ ಅಭಿವೃದ್ಧಿ ನಿಟ್ಟಿನಲ್ಲಿ ಕಾರ್ಯಕ್ರಮ ಹಮ್ಮಿಕೊಳ್ಳಲಾಗುವುದು. ಇದಕ್ಕಾಗಿ ಈ ಯೋಜನೆಯಡಿ ಶಾಲೆಗಳಲ್ಲಿ ಮೂಲಸೌಕರ್ಯ, ವೃತ್ತಿಪರ ಶಿಕ್ಷಣ, ಶಿಕ್ಷಕರ ಅಭಿವೃದ್ಧಿ ಮತ್ತು ತರಬೇತಿಗೆ ಗಮನ ನೀಡಲಾಗುವುದು. ಈ ಯೋಜನೆಯಡಿ ಶಾಲೆಗಳಲ್ಲಿ ಮೂಲಸೌಕರ್ಯ, ವೃತ್ತಿಪರ ಶಿಕ್ಷಣ, ಶಿಕ್ಷಕರ ಅಭಿವೃದ್ಧಿ ಮತ್ತು ತರಬೇತಿಗೆ ಗಮನ ನೀಡಲಾಗುವುದು. ಚಿಕ್ಕ ವಯಸ್ಸಿನಲ್ಲಿ ಶಾಲೆಯಿಂದ ಹೊರಗುಳಿಯುವ ಮಕ್ಕಳನ್ನು ಶಿಕ್ಷಣದೊಂದಿಗೆ ಮತ್ತೆ ಸಂಪರ್ಕಿಸುವುದು. ಈ ಮೂಲಕ ಅವರನ್ನು ಸ್ವಾವಲಂಬಿಗಳನ್ನಾಗಿಸುವುದು ಮತ್ತು ಉತ್ತಮ ಭವಿಷ್ಯ ಒದಗಿಸುವುದು ಈ ಯೋಜನೆಯ ಗುರಿಯಾಗಿದೆ. ಪ್ರತಿ ಶೈಕ್ಷಣಿಕ ಬ್ಲಾಕ್ ನಲ್ಲಿ ತೀವ್ರ ನ್ಯೂನತೆಯಿರುವ ವಿಶೇಷ ಚೇತನ ಮಕ್ಕಳಲ್ಲಿ ಗುರುತಿಸಲ್ಪಡುವ ದೈಹಿಕ ನ್ಯೂನತೆಗಾಗಿ ಧರಪಿ ನೀಡುವ ಮೂಲಕ ಅವರ ಬದುಕಿನ ಗುಣಮಟ್ಟವನ್ನು ಹೆಚ್ಚಿಸುವ ಪ್ರಯತ್ನ ನಡೆದಿದೆ ಹಾಗೂ ಅನೇಕ ಯಶ ಪ್ರಕರಣಗಳನ್ನು ಗಮನಿಸಲಾಗಿದೆ.

ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ (COPT), ದಯಾನಂದ ಸಾಗರ್ ವಿಶ್ವವಿದ್ಯಾಲಯದ (DSU) ಅಡಿಯಲ್ಲಿ ಭೌತಚಿಕಿತ್ಸೆಯ ಪದವಿ, ಸ್ನಾತಕೋತ್ತರ ಮತ್ತು Ph.D. ವಿದ್ಯಾರ್ಥಿಗಳಿಗೆ ಶಿಕ್ಷಣ ಮತ್ತು ತರಬೇತಿಯನ್ನು ಒದಗಿಸುವ ಶೈಕ್ಷಣಿಕ ಸಂಸ್ಥೆಯಾಗಿದ್ದು, 2014 ರಲ್ಲಿ ಕರ್ನಾಟಕ ರಾಜ್ಯದ ಕಾಯಿದೆಯ ಮೂಲಕ ರಚಿಸಲಾದ ರಾಜ್ಯ ಖಾಸಗಿ ವಿಶ್ವವಿದ್ಯಾಲಯವಾಗಿ ರೂಪುಗೊಂಡ ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ ಅಡಿಯಲ್ಲಿ ಗುಣಮಟ್ಟದ ಉನ್ನತ ಶಿಕ್ಷಣ. ಸಂಶೋಧನೆ, ಮತ್ತು ನಾವೀನ್ಯತೆಗಾಗಿ ಕಾರ್ಯ ನಿರ್ವಹಿಸುತ್ತಿದೆ.

ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್, ಕನಕಪುರ, ರಾಮನಗರ ಜಿಲ್ಲೆ 562117 ಹಾಗೂ ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ಸ್ಕೂಲ್ ಆಫ್ ಹೆಲ್ತ್ ಸೈನ್ಸಸ್, ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ, ಹಾರೋಹಳ್ಳಿ, ಕನಕಪುರ ರಸ್ತೆ, ಕರ್ನಾಟಕ 562112 ಇವರ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ ವಿಶೇಷ ಚೇತನ ಮಕ್ಕಳಲ್ಲಿ ಗುರುತಿಸಲ್ಪಡುವ ದೈಹಿಕ ನ್ಯೂನತೆಗಾಗಿ ಉತ್ತಮ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆ ಒದಗಿಸಲು ಈ ಒಡಂಬಡಿಕೆ ಮಾಡಿಕೊಳ್ಳಲಾಗುವುದು.

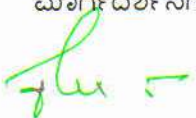
ಗೌರವಾನ್ವಿತ ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್, ಕನಕಪುರ, ರಾಮನಗರ ಜಿಲ್ಲೆ- ಇವರನ್ನು ಮೊದಲನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಪ್ರಾಂಶುಪಾಲರು, ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ಸ್ಕೂಲ್ ಆಫ್ ಹೆಲ್ತ್ ಸೈನ್ಸಸ್, ದಯಾನಂದ ಸಾಗರ್ ಯೂನಿವರ್ಸಿಟಿ, ಹಾರೋಹಳ್ಳಿ - ಇವರನ್ನು ಎರಡನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಇವರುಗಳ ಮಧ್ಯೆ ಈ ಕೆಳಗೆ ತಿಳಿಸಿರುವ ಒಡಂಬಡಿಕೆಯು ಒಪ್ಪಂದದ ದಿನಾಂಕ 01 ಆಗಸ್ಟ್ 2023 ರಿಂದ ಮೂರು ವರ್ಷಗಳ ಅವಧಿಗೆ ಜಾರಿಯಲ್ಲಿರುತ್ತದೆ.

ಮೊದಲನೇ ಪಕ್ಷದಾರರಾದ, ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್, ಕನಕಪುರ ವತಿಯಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ಒದಗಿಸಬೇಕಾಗುತ್ತದೆ.

1. ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್ ವ್ಯಾಪ್ತಿಗೆ ಬರುವ ನಿಗದಿತ ಕಟ್ಟಡದ ಒಂದು ಕೊಠಡಿಯನ್ನು ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.
2. ಈ ಒಡಂಬಡಿಕೆಯಡಿಯಲ್ಲಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಬೇಕಾಗುವ ಎಲ್ಲ ಸಾಧನೋಪಕರಣಗಳನ್ನು ಒದಗಿಸುವುದು.
3. ನಾಲ್ಕನೇ ದರ್ಜೆಯ ಒಬ್ಬ ನೌಕರನನ್ನು ಸೇವೆಗಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.
4. ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಕೊಠಡಿಗೇ ನಿರಂತರ ವಿದ್ಯುಚ್ಛಕ್ತಿ, ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ವ್ಯವಸ್ಥೆ ಒದಗಿಸಲಾಗುತ್ತದೆ.
5. ಫಿಸಿಯೋಥೆರಪಿ ಕ್ಲಿನಿಕ್ ನ ಅಭಿವೃದ್ಧಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅವಶ್ಯಕತೆ ಬಿದ್ದಾಗ ಸಭೆ ನಡೆಸುವುದು.
6. ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಯನ್ನು ಒದಗಿಸುವ ಸಲುವಾಗಿ ಅನುಮೋದನೆಯಾಗಿರುವ ಮಾಸಿಕ ರೂ. 12000 /- ಗೌರವ ಸಂಭಾವನೆಯನ್ನು ಕೆಲಸ ಮತ್ತು ಪಾವತಿ (Work and pay) ರೂಪದಲ್ಲಿ ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್ ಹಂತದಲ್ಲಿ ಪಾವತಿಸಲಾಗುವುದೆಂದು ಒಪ್ಪಿರುತ್ತಾರೆ.

ಎರಡನೇ ಪಕ್ಷದಾರರಾದ ಪ್ರಾಂಶುಪಾಲರು, ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ, ಸ್ಕೂಲ್ ಆಫ್ ಹೆಲ್ತ್ ಸೈನ್ಸಸ್, ದಯಾನಂದ ಸಾಗರ ಯೂನಿವರ್ಸಿಟಿ ರವರು ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ನೀಡಲು ಒಪ್ಪಿರುತ್ತಾರೆ.

1. ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಪ್ರಸ್ತುತ ಚಿಕಿತ್ಸೆಗಾಗಿ ಬರುವ ವಿಶೇಷ ಚೇತನ ಮಕ್ಕಳಿಗೆ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆ ಒದಗಿಸುವ ಸಂಬಂಧ ಅರ್ಹ ಫಿಸಿಯೋಥೆರಪಿ ಪದವೀಧರರ, ಮಾರ್ಗದರ್ಶನದಲ್ಲಿ ಕಾರ್ಯನಿರ್ವಹಿಸುವ ಇಂಟರ್ನ್ ಹಾಗೂ ಸ್ನಾತಕೋತ್ತರ ವಿದ್ಯಾರ್ಥಿಗಳನ್ನು ನೇಮಿಸಲಾಗುತ್ತದೆ.
2. ವಾರದಲ್ಲಿ ಎರಡು ಬಾರಿ ಕನಕಪುರ ಟೌನ್ ನಿಗದಿತ ಕಟ್ಟಡದ ಒಂದು ಕೊಠಡಿಯಲ್ಲಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಯನ್ನು ಒದಗಿಸಲಾಗುತ್ತದೆ.
3. ವಿಶೇಷ ಚೇತನ ಮಕ್ಕಳಲ್ಲಿ ದೈಹಿಕ ಕ್ಷಮತೆ ಸಾಧಿಸಲು ಅಗತ್ಯವಿರುವ ಬೌತಿಕ ಚಿಕಿತ್ಸೆ ಹಾಗೂ ಶಸ್ತ್ರ ಚಿಕಿತ್ಸೆ ನಂತರದ ಅವಧಿಯಲ್ಲಿ ಸಲಕರಣೆಗಳನ್ನು ಬಳಸುವುದರ ಸೂಕ್ತ ಮಾರ್ಗದರ್ಶನ ನೀಡಲಾಗುವುದು.
4. ಅಗತ್ಯವೆನಿಸಿದರೆ ಮಕ್ಕಳ ವೋಷಕರು ಹಾಗೂ ಆರೈಕೆ ಮಾಡುವವರನ್ನು ಉದ್ದೇಶಿಸಿ ಅಗತ್ಯ ಸಲಹೆ ಹಾಗೂ ಮಾರ್ಗದರ್ಶನಗಳನ್ನು ನೀಡಲಾಗುವುದು.





5. ಫಿಸಿಯೋಥರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಮಾಸಿಕವರದಿಗಳು ಹಾಗೂ ಇತರೆ ವಿಷಯಗಳ ವರದಿಗಳನ್ನು ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್, ಕನಕಪುರ, ರಾಮನಗರ ಜಿಲ್ಲೆ ರವರಿಗೆ ಕಾಲಕಾಲಕ್ಕೆ ತಲುಪಿಸುವುದು.


ಈ ಒಡಂಬಡಿಕೆಯ ಕರಾರನ್ನು ದಿನಾಂಕ: 01 ಆಗಸ್ಟ್ 2023 ರಿಂದ ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಜಾರಿಗೊಳಿಸಲು ತೀರ್ಮಾನಿಸಿದೆ. ಯಾವುದೇ ಸಮಯದಲ್ಲೂ ಸದರಿ ಒಡಂಬಡಿಕೆಯನ್ನು ರದ್ದು ಪಡಿಸಲು ಎರಡೂ ಪಕ್ಷದವರು ಮೂರು ತಿಂಗಳ ಸೂಚನಾ ಅವಧಿಯನ್ನು ನೀಡಿ ಮುಂದುವರೆಯತಕ್ಕದ್ದು.



ಮೊದಲನೇ ಪಕ್ಷದವರು
ಅಧಿಕೃತ ಪ್ರತಿನಿಧಿ



ಎರಡನೇ ಪಕ್ಷದವರು
ಅಧಿಕೃತ ಪ್ರತಿನಿಧಿ



ಬ್ಲಾಕ್ ಎಜುಕೇಶನ್ ಆಫೀಸರ್,
ಕನಕಪುರ, ರಾಮನಗರ ಜಿಲ್ಲೆ
ಕರ್ನಾಟಕ 562117



ಪ್ರಾಂಶುಪಾಲರು
ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥರಪಿ, ಸ್ಕೂಲ್ ಆಫ್ ಹೆಲ್ತ್
ಸೈನ್ಸ್, ದಯಾನಂದ ಸಾಗರ ಯೂನಿವರ್ಸಿಟಿ,
ಹಾರೋಹಳ್ಳಿ, ಕನಕಪುರ ರಸ್ತೆ, ಕರ್ನಾಟಕ 562112

For Technical collaboration in the following areas:

- I. Advancing space technology through the joint efforts of collaborators is emphasized
- II. Payload Design and Development for POEM, CubeSat development, Space Lab projects, Ground Station operations, aiding the university in CubeSat design and development, providing orbit launch support, facilitating student satellite development programs, and even offering Space Studies as a dedicated course
- III. Satellites/ Ground Station/ Space technologies/ manufacture/ assembly/ testing/ integration/ of small satellites
- IV. Ground station support for the possible frequency bands
- V. The potential educational programs, workshops, seminars, students' hands-on experience and internships are aimed at fostering interest in space science and technology in the near future.

As per the terms and references mentioned in this MoU

15th September - 2023

This Memorandum of Understanding (MoU) was made as on this **15th** day of **September 2023** between:

DEPARTMENT OF AEROSPACE ENGINEERING (AS) & CENTRE FOR SPACE SCIENCE & TECHNOLOGY (CSST), SCHOOL OF ENGINEERING (SOE), DAYANANDA SAGAR UNIVERSITY (DSU), established to train Students in the Design, Development, Assembly, Integration & Testing of *Nano Satellites, micro and small satellites* and research at **MEMORANDUM of UNDERSTANDING (MoU) BETWEEN**

DEPARTMENT OF AEROSPACE ENGINEERING (AS) & CENTRE FOR SPACE SCIENCE AND TECHNOLOGY (CSST) SCHOOL OF ENGINEERING (SOE), DAYANANDA SAGAR UNIVERSITY (DSU), DEVARAKAGGAHALLI, HAROHALLY, KANAKAPURA ROAD, RAMANAGARA DISTRICT - 562112



AND



1. SCOPE:

The scope of this MoU is an agreement and commitment between **DEPARTMENT OF AEROSPACE ENGINEERING & CENTRE FOR SPACE SCIENCE & TECHNOLOGY (CSST), SCHOOL OF ENGINEERING, DAYANANDA SAGAR UNIVERSITY (AS & CSST -DSU-SOE), AND TRANSCEND SATELLITE TECHNOLOGY. LLD (TST)**, Bangalore for the Advancing space technology in the aforementioned areas and any other mutually agreed space activities

2. PURPOSE:

The purpose of this Memorandum of Understanding (MoU) is to establish a collaborative partnership between the Department of Aerospace Engineering (AS) & Centre for Space Science and Technology (CSST), the School of Engineering (SOE), Dayananda Sagar University (DSU), and Transcend Satellite Technology. This MoU aims to facilitate cooperation and joint initiatives in various areas related to space technology, research, education, and innovation.

Through this MoU, the collaborating parties intend to:

- **Advance Space Technology:** Combine expertise and resources to drive advancements in space technology, encouraging innovative approaches to space exploration, satellite design, and related fields.
- **Engage in Collaborative Projects:** Collaborate on projects such as CubeSat development, Space Lab initiatives, Ground Station operations, and student satellite development programs to create practical learning experiences and contribute to space research.
- **Design and Development of Payloads:** Design and development of payloads with unique and novel concepts, realisation of circuits, PCBs, Card level testing are realisation of payloads for POEM, 1U to 24U Cubesats, micro (approximately 150 kg) and small satellite (approximately 500kg) configurations for the Students Satellite Programme of DSU.



**TRANSCEND SATELLITE TECHNOLOGY. LLP (TST) NO. 53, 2nd FLOOR,
4TH MAIN ROAD, SIR MV NAGAR 2nd STAGE, RAMAMURTHY NAGAR,
BANGALORE 560016 (AS & CSST, SOE - DSU and TST)**

Individually referred to as a "Party" and collectively as "Parties" for the **Related space Technologies** in order to bring the space science temperament among the DSU students participating in the Students Satellite Programme. Also, to have collaboration in the following areas

1. System design - (1U to up to 24U or more) CubeSat Design, OBC and other Mainframe Systems Design, Integration and Testing
2. Mission Design -Payload Design, Orbit determination, Analysis, Simulation, Customised payload and subsystem development
3. Payloads design and development for opportunities on POEM (PSLV On-orbit Equipment bay Module) and for Cubesat, microsat and smallsat configuration for Students Satellite Programme of DSU
4. Launch Support - Collaborate with ISRO and other global launch partners
5. Payload Design -Remote Sensing, Communication, IoT Payloads
6. Design & Development - Spin Stabilisation and 3-axis stabilization,
7. Post Launch Support - Satellite communication, Software & Hardware, IoT Support
8. Satellites/ Ground Station/ Space technologies/ manufacture/ assembly/ testing/ integration of small satellites etc.,
9. Ground station support for the possible frequency bands
10. Any other mutually agreed space activities including design and development of new payloads, transforming new ideas and proving flight heritage for units with new configuration / technology.



3. BACKGROUND:

- Space technology is widely used by Universities and Research institutions all over the world. They have been shown to encourage Science, Technology, Engineering and Math (STEM) students to become involved in designing, implementing and testing a real functioning spacecraft system.
- Projects like this encourage students from different disciplines to team up to design and build CubeSats and provide interdisciplinary work experience. Despite their simplicity in design and low cost, CubeSats are considered great engineering systems for exploring space.
- The Initiative of Dayananda Sagar University in establishing CSST to enable the Students Satellite Programme is to introduce Space Technology for students in collaboration with other Indian Aerospace Industries such as **TRANSCEND SATELLITE TECHNOLOGY.LLP (TST)**, Bangalore in the field of space technology towards familiarization of satellite systems with CANSAT and Class Room Models, Ground station establishment, development of CubeSat, Flight model (FM) CubeSat, Customised payload and subsystem development, Payloads design and development for opportunities on POEM (PSLV On-orbit Equipment bay Module) and any other space-related technologies (Novel Payload concepts, new technologies, etc.,).

4. ROLE & RESPONSIBILITIES:

Among the above-listed space domain activities, based on the mutual expertise areas of AS & CSST and TST, the projects will be assigned to TST for execution. As a nominal practice, an RFP will be floated for any particular requirement by DSU, for which TST may respond with a techno-commercial quotation. This will be studied in detail by DSU management, and if found satisfied, technically feasible and with a reasonable commercial quotation, P.O. may be placed by DSU in favour of TST.



- **Design and Development of Mainframe Systems:** Design and development of mainframe subsystems, realisation of circuits, PCBs, Card level testing are realisation of mainframe cards / subsystems starting from 1U to 24U Cubesats, micro (~150 kg) and small satellite (~500kg) configurations for the Students Satellite Programme of DSU.
- **Support University Initiatives:** Provide support to the university in designing, developing, and launching CubeSats, promoting hands-on learning, research, and innovation among students.
- **Promote Satellite Manufacturing:** Collaborate on the manufacturing, assembly, testing, and integration of small satellites, contributing to the growth of space technologies.
- **Enhance Ground Station Operations:** Collaborate on ground station operations and provide support for effective satellite communication and data retrieval.
- **Foster Educational Enrichment:** Explore opportunities for educational programs, workshops, seminars, students' hands-on experiences, and internships, with the goal of fostering interest and expertise in space science and technology.
- **Offer Space Studies Course:** Investigate the feasibility of offering a dedicated course in Space Studies, enhancing students' understanding of space-related disciplines.
- **Contribute to Research and Innovation:** Undertake joint research endeavours and technology demonstrations, contributing to the advancement of space technologies and scientific knowledge.
- **Strengthen Industry-Academia Collaboration:** Forge a strong collaboration between academia and industry to bridge the gap between theoretical learning and practical application in the field of space science and technology.



5. DURATION OF MOU:

This MoU will be valid for three (3) years or till the completion of the scope of the MoU. During the course of activities, **DEPARTMENT OF AEROSPACE ENGINEERING & CENTRE FOR SPACE SCIENCE AND TECHNOLOGY (CSST), SCHOOL OF ENGINEERING, DAYANANDA SAGAR UNIVERSITY (AS & CSST-DSU-SOE)** and **TRANSCEND SATELLITE TECHNOLOGY LTP (TST)** understand that necessary modifications to MoU, if required, will be carried out by mutual consultations and such modifications when made shall be in writing and form a part of this MoU.

6. INTELLECTUAL PROPERTY RIGHTS (IPR):

6.1 Nothing contained in this MOU shall be construed or sought to be interpreted to authorize either of the Parties to use any of the Intellectual Property Rights (“IPRs”) of the other Party, nor is any of the terms of this MOU understood to be nor should it be sought to be interpreted to permit either of the Parties to use the other Party’s logo, trade or corporate names etc. in any manner whatsoever, without the prior written consent of the other Party.

6.2 Each Party will ensure appropriate protection of IPRs generated from cooperation pursuant to this MOU, consistent with respective laws, rules and regulations of India.

7. CONFIDENTIALITY:

The Parties agree and undertake to keep the Confidential Information secret and strictly confidential and not to use or disclose it, directly or indirectly, whether in whole or in part, in any manner whatsoever, to any third party/parties except as provided herein and to ensure that the Confidential Information is well protected.



8. SIGNATORIES:

For and on behalf of

DEPARTMENT OF AEROSPACE
ENGINEERING (AS) &
CENTRE FOR SPACE SCIENCE AND
TECHNOLOGY (CSST)
SCHOOL OF ENGINEERING (SOE),
DAYANANDA SAGAR UNIVERSITY (DSU),
DEVARAKAGGAHALLI, HAROHALLY,
KANAKAPURA ROAD, RAMANAGARA
DISTRICT - 562112



Dr. C. Puttamadappa

REGISTRAR,

DAYANANDA SAGAR UNIVERSITY

E-mail ID: registrar@dsu.edu.in

Phone/Mobile: +91-80-24496999



Signature & Seal:

Witness:

1) 

2) 

Dr. Prabhakar
Kumar H. Y. 1

For and on behalf of

TRANSCEND SATELLITE
TECHNOLOGY. LLD (TST)

NO. 53, 2 ND FLOOR, 4TH MAIN
ROAD, SIR MV NAGAR 2 ND
STAGE, RAMAMURTHY NAGAR,
BANGALORE 560016




Ms. Pramitha Ramaprakash

CHIEF EXECUTIVE OFFICER (CEO)

TRANSCEND SATELLITE
TECHNOLOGY. LLP

E-mail ID:

pramitha@transcendsat.com

Phone/Mobile: 9606799566

Signature & Seal:

Witness:





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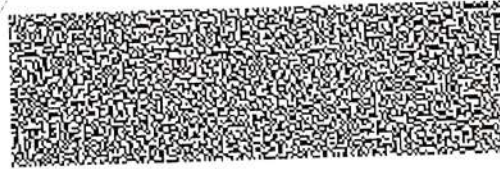
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Purchased by : SISA INFORMATION SECURITY PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : SISA INFORMATION SECURITY PRIVATE LIMITED
Second Party : DAYANAND SAGAR UNIVERSITY
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Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Memorandum of Understanding

"This Non-Judicial stamp paper forms a part of the Memorandum of Understanding executed between SISA Information Security Pvt Ltd and Dayanand Sagar University."



AGREEMENT

This Agreement entered at Harohalli, Ramanagara District on this 31st day of July 2024.

between,

M/s. Dayananda Sagar University, Devarakaggalahalli, Harohalli, Kanakapura Road, Ramanagara Dt., Karnataka – 562 112, represented by its **Registrar**, DSU, (hereinafter referred to as Dayananda Sagar University), (which expression unless repugnant to the context and meaning shall mean and include its assigns, legal representative, nominee, successor in office, administrator, executor, etc.) of the ONE PART,

and

M/s. SISA Information Security Pvt Ltd., 1. SISA Information Security Pvt. Ltd. A company incorporated under Company act 1956 with PAN AAJCS3842A, and its registered office located at No. 79, Road Number 9, KIADB IT PARK, Arebinnamangala Village, Jala Hobli Bengaluru, Karnataka India - 562149 (Hereinafter called as the “SISA”)

Both DSU and SISA shall in this agreement be individually referred to as “Party” and collectively referred as “Parties”.

WHEREAS SISA is in occupation of providing Payment Card Industry Data Security Standard. (Consultancy and Certification), Payment Applications Data Security Standards. (Consultancy and Certification), P2PE (PCI/PA-QSA) Data Security Standards. (Consultancy and Certification), Information Security Risk Assessment (IS-RA). MXDR services play a crucial role in aiding organizations to efficiently handle, identify, and respond to cyber incidents. They are instrumental in leveraging Nextgen tools within MXDR solutions to enhance organizational cybersecurity effectively.

WHEREAS **Dayananda Sagar University** is a State Private University created by an Act of the Karnataka State in 2014, accredited by NAAC with A+ grade which is built on the adorable legacy and inspired by its own milestones, meeting the needs of quality higher education in this part of the world.

As an Industry-Institute initiative, the Departments of **Computer Science Engineering Cluster (CSE, CST, CSE (Cyber Security), CSE(AIML), CSE(DS))**, School of Engineering, **Dayananda Sagar University** visited SISA to establish collaboration on skill



development and transformation and carry out the following for setting up a Center of Excellence in Cybersecurity.

WHEREAS DSU and SISA held mutual discussions and have agreed upon the terms and conditions set forth in this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

I. SCOPE OF CO-OPERATION:

- Initially, the Center of Excellence in Cybersecurity is planned to have a capacity for 10 seats, with the potential for expansion by an additional 5 seats, exclusively designated for Partner's students.
- SISA employees will play a pivotal role in the Center of Excellence in Cybersecurity, contributing to skill development and providing support.
- The Center of Excellence in Cybersecurity is mandated to be located within a secure facility on the Partner's campus, ensuring controlled access.
- Internship students are expected to work in shifts within the Center of Excellence. Additionally, graduates who transition to SISA employment can continue working in the center to assist other interns.
- Access management will be a collaborative effort between the partners, and the Partner undertakes to install prominent security signage.
- Operating 24/7, the Center's continuous functionality relies on the Partner's responsibility to maintain a robust network bandwidth for seamless connectivity.
- To ensure operational continuity and safety, the Center must be equipped with CCTV surveillance at the entrance, backup power systems, and fire suppression mechanisms. SISA employees shall be granted permission to enter the Center of Excellence. However, non-SISA interns and other individuals must be expressly prohibited from entering the Center of Excellence.
- SISA will actively contribute to refining the university's cybersecurity curriculum to meet future demands. The advisors from SISA may be listed on the University's advisory board.



- SISA will provide a stipend of 15,000 per month to all the Interns and an additional 5,000 per month as bonus upon successful completion of the project.
- The interns who are hired are expected to serve the entirety of the internship period (contract period offered until they graduate) and based on exceptional performance, they shall be offered a permanent role at SISA, where they will be expected to serve a service agreement of 2 years from the date of joining.
- SISA will not bear any further cost from DSU.
- DSU shall allow SISA to use its own company branding within the designated Center of Excellence in Cybersecurity.
- SISA will provide Laptops for interns.
- Furthermore, SISA will conduct special sessions for the broader cybersecurity student community at the university, limited to 60 hours per year which is a combination of faculty and or students. The training sessions can be provided in-person at DSU premises or remotely. Total training hours will be split into multiple decisions and the decision authority will be with SISA.
- DSU to provide accommodation, basic amenities and food for the trainers wherever required.
- DSU will have the permission to enlist the trainers on their website and other publications and they made be termed as 'visiting faculty' for DSU.
- Furthermore, DSU has permission to utilize SISA's proprietary Purple Range Platform for training its students and utilizing it within the curriculum. The platform can be hosted on a dedicated Virtual Private Cloud belonging to DSU. This Intellectual Property (IP) belonging to SISA cannot be replicated or shared outside the Purple Range Platform without the consent of SISA.
- SISA's Purple Range Platform can be utilized by DSU for a license period of one year and further extended based on mutual agreement from both parties.
- SISA shall provide all the necessary help to DSU in setting up the **Cyber Range Center** that caters a unique training experience for students and IT security professionals in cybersecurity education, research and workforce development.



II. General Terms of Agreement

1. **Coordination:** Both the parties are entitled to their respective Intellectual Properties (IP) which is independent of the engagement stipulated in this agreement. Essentially, each party will retain exclusive interest in and ownership of its Intellectual Property developed by it independently of the other party before this agreement or outside the scope of this agreement.
2. **Termination of Agreement:**
 - 2.1. **Terms:** The agreement shall commence on the effective date and shall be in effect for a period of Two Years (unless terminated by a party upon providing 90 days' written notice to other party). Each party may terminate this agreement at any time by giving 90 days' written notice to the other party.
 - 2.2. **Survival:** The provisions of this agreement which, by their nature or terms, require performance after the termination or expiration of this agreement, or have application to events that may occur after the termination or expiration of this agreement, will survive the termination or expiration of this agreement.
 - 2.3. **Extension of Agreement:** The Agreement may be extended provided the parties agree upon such extensions and can provide the necessary resources.
 - 2.4. **Communications :** All notice, demands, and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, e-mail, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.
 - 2.5. **Addendum:** All Addendum to this agreement shall be in writing and signed by both parties.
 - 2.6. **Project execution:** SISA to comply with the terms and conditions stipulated in this agreement and subsequent Addendum agreed by both the parties if any for the effective implementation or start of the Center of Excellence in Cybersecurity. SISA shall immediately inform DSU regarding the Project of any event, which could have a negative influence on or risk the successful accomplishment of the tasks described in the agreement.



2.7. Ownership: Both the parties are entitled to their respective Intellectual Properties (IP) which is independent of the engagement stipulated in this agreement. Essentially, each party will retain exclusive interest in and ownership of its Intellectual Property developed by it independently of the other party before this agreement or outside the scope of this agreement.

2.8. Indemnity:

2.8.1. Parties shall indemnify, protect, defend and hold harmless each other and their agents, employees, partners and associates, from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, this agreement.

2.8.2. This obligation to indemnification shall not arise if the abovementioned claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities are a result of a party's own negligence, willful misconduct or bad faith.

2.9. Conflict of Interest: The partner shall immediately notify SISA of any conflict of interest which might occur during the course of this agreement.

2.10. CONFIDENTIAL INFORMATION:

2.10.1. Definition: The term "Confidential Information" means all non-public information disclosed by one party (Discloser) and received by the other party (Recipient) that is designated as confidential. During the terms of this agreement, the recipient will hold in strict confidence, and will not use or disclose to any third party, any confidential information.

2.10.2. Standard of Care: Recipient shall protect the confidential information by using same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as recipient uses to protect its own confidential information of a like nature.

2.10.3. Publicity: No party will issue any press release or other publicity related to the SISA's relationship with the Partner or this agreement, without prior written



approval from other party. However, SISA reserves rights to publish Partners name in its website/media for marketing purposes.

2.11. Exclusions: The foregoing confidentiality obligations will not apply to confidential information that:

- Is already known to recipient prior to disclosure by discloser.
- Is or becomes a matter of public knowledge through no fault of recipient.
- Is rightfully received by recipient from a third party not know by recipient to be bound by a duty of confidentiality with respect to such information.
- Is independently developed by recipient.
- Is disclosed under operation of Law or
- Is disclosed by recipient with the prior written approval of discloser.

2.12. Permitted Disclosure: Recipient may disclose the confidential information to its representatives or PCI Counsel on a need-to-know basis to perform their obligations imposed under this agreement. Recipient shall be responsible for the acts or omissions of its representatives.

2.13. MISCELLANEOUS:

2.13.1. Assignment:

No party shall assign the agreement to any third party without prior written consent of the other party.

This agreement will be binding upon and will ensure the benefit of the parties and their respective successors and assigns.

2.13.2. Dispute Resolution Process:

- The party agrees to utilize the dispute resolution process to resolve any dispute, claims or questions between them with respect to this agreement as expeditiously as possible.
- A party shall give written notice to the other party of the dispute and request commencement of the dispute resolution process.



- The project managers/sales head/Technical heads/legal counsel (as the case may be) from each party shall meet within fifteen business days to negotiate and use commercially reasonable efforts to promptly reach a resolution of the dispute.
- If the dispute is not resolved by the project managers/sales head/Technical heads/legal counsel (as the case may be) within fifteen days, either party may give notice to the other party that the dispute must be escalated to the senior officers of each party, who will meet within ten business days to negotiate and use commercially reasonable efforts to resolve the dispute.
- In the event the senior officers are unable to resolve the dispute within 30 days (Unless each party mutually agrees to extend their discussion) either party may pursue any remedies that may be available at law or in equity.

2.14. Non- Solicitation of Personnel: During the term of this agreement and for a period of One Year thereafter, no party can solicit the employment of any employees of the other party, which employees was engaged in any activity performed pursuant to this agreement.

2.15. Notice:

Except where specifically provided otherwise, any notice required or permitted to be given is to be given in writing to the person and at the address listed in this agreement, or certified mail, return receipt requested.

The presumed date of service of notice is as follows:

- A. The date upon which such notice is so personally delivered, or
- B. If by certified mail, the date of delivery.

2.16. Severability: If any provision of this agreement is or become illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect validity of any other provisions of this agreement.

2.17. Governing Laws:

This agreement shall be governed by and construed in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of and venue in, the court in Bengaluru in relation to any dispute arising out of or relating to this agreement.



2.18. Entire Agreement:

This agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understanding pertaining thereto.

No Amendments, supplement, modification or restatement of any provision of this agreement shall be binding unless it is in writing and signed by each party.

2.19. Force Majeure:

Neither party shall be held liable for any delay or failure in performance of its obligations under this MOU hereto from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, government agencies, delay or failure to receive government approvals, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation carriers, or delays associated with visa, immigration and/or custom problems ("Affected Performance"). Upon the occurrence of a condition described in this Section, the party whose performance is affected shall give written notice to the other party describing the Affected Performance, and the parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition, including, without limitation, implementing disaster recovery procedures (If Applicable). The parties agree that the party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the force majeure events and recommence the Affected Performance. If the delay caused by the force majeure event lasts for more than thirty (30) calendar days, the parties shall negotiate an equitable modification to this MOU with respect to the Affected Performance. If the parties are unable to agree upon an equitable modification within fifteen (15) calendar days after such thirty (30) calendar day period has expired, then either party shall be entitled to serve Ninety (90) calendar days' notice of termination on the other party with respect to only such Affected Performance. If the Affected Performance continues upon the expiration of such ninety (90) calendar day notice period, the portion of this MOU relating to the Affected Performance shall automatically terminate. The remaining portion of this MOU that does not involve the Affected Performance shall continue in



full force and effect. SISA shall be entitled to be paid for that portion of the Affected Performance for which it has completed or in the process of completing through the termination date.

2.20.Construction: The headings and numbering of sections in this MOU hereto are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of this MOU or the particular section to which they relate. This MOU hereto and the provisions contained herein shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

Timelines:

- 1) The internship selections start effective **25th June, 2024.**
- 2) The agreement will be for 2 years until **31st July, 2026.**

3.0. Governing Law.

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

19. Counter parts.

This Agreement is being executed in two sets separately by each party and both shall be deemed to be original and shall constitute one and the same instrument.



IN WITNESS WHEREOF the Parties to this Agreement hereby confirm to its terms by affixing their respective signature on this 31st July 2024.

<p>For and on behalf of: DSU Main Campus: Devarakagalahalli, Harohalli, Kanakapura Rd., Ramanagara Dt., – 562 112</p> <p>Name: Designation:</p> 	<p>For and on behalf of: M/s. SISA Information Security Pvt Ltd No. 79, Road No. 9, KIADB IT Park, Bengaluru, India – 562149</p> <p>Name: Designation:</p>  
<p>Key Contact Person</p> 	<p>Key Contact Person</p> 
<p>Witness</p> 	<p>Witness</p> 



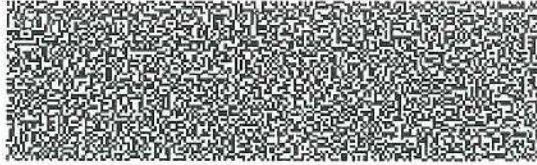
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 Stamp Duty Amount(Rs.) : 100
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MEMORANDUM OF UNDERSTANDING
ACADEMIC COOPERATION

BETWEEN

Department of Pharmacy, School of Science, Kathmandu University, Nepal, represented by
Dean, Janardan Lamichhane, (hereinafter referred to as the "KU"), of the ONE PART;

[Signature]
Registrar

Dayananda Sagar University

Page 1 of 3

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and

College of Pharmaceutical Sciences, **Dayananda Sagar University** having its registered office at DSU Campus, Shavige Malleshwara Hills Kumaraswamy Layout, Bengaluru-560111, India represented by Registrar, **Dr. Puttamadappa C.**, (hereinafter referred to as the "DSU"), of the **SECOND PART**

On this 27th day of February 2023 at Bengaluru

WHEREAS, KU and DSU intends to foster

1. Academic exchange
2. Cooperation between the two universities
3. Research collaboration
4. Apply for and obtain research grants and funding.
5. Join scholarly activities like scientific seminars & symposiums, etc

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree to the following to accomplish the above intents:

1. Proposed collaborative activities

The two institutions will encourage the following activities in particular:

1. Exchange of materials, publications and information
2. Exchange of professors and research staff
3. Joint research and meetings for research
4. Joint development of academic programmes
5. Exchange of students

2. Terms of renewal, amendment and termination

This MOU shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by either party giving six months' notice to the other party in writing.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This MoU may be amended by the exchange of letters between the two parties. Such amendments, once approved by both parties, will become part of this MoU. Neither party may assign this MoU without the prior written consent of the other party.



Registrar
Dayananda Sagar University
Bangalore.

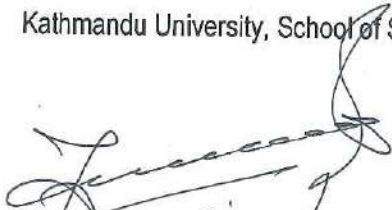
3. Legal effect

The terms of this MoU represent the current intentions of the parties as at the time of signing, and are not legally binding on the parties.

The implementation of each specific program based on this MOU shall be separately negotiated and determined by both universities. Dr. Ashwinee Kumar Shreshta, Assoc. Professor of Kathmandu University (ashwinee@ku.edu.np) and Dr. N.M. Raghavendra (ppl-pharmacy@dsu.edu.in) will be responsible for the communication and establishment of the working mechanism of specific cooperation in the future.

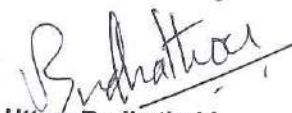
Signed for and on behalf of:

Kathmandu University, School of Science



Janardan Lamichhane
Dean, School of Science, Kathmandu University

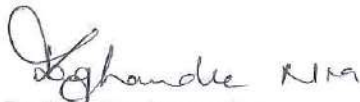
Witness:



Uttam Budhathoki,
Head, Department of Pharmacy
Kathmandu University



Dr. Pushpa Sarkar
Dean, School of Health Sciences, College of
Pharmaceutical Sciences, Dayananda Sagar
University



Dr. N.M. Raghavendra
Principal, College of Pharmaceutical Sciences,
Dayananda Sagar University

PRINCIPAL
College of Pharmaceutical Sciences
Dayananda Sagar University
Kumaraswamy Layout,
Bengaluru, 560 078.

Signed for and on behalf of:

Dayananda Sagar University, School of
Health Sciences, College of Pharmaceutical
Sciences



Dr. Puttamadappa C
Registrar, Dayananda Sagar University

Registrar
Dayananda Sagar University
Bangalore.



DEAN
School of Health Sciences
Dayananda Sagar University
Bangalore - 560 111, India.

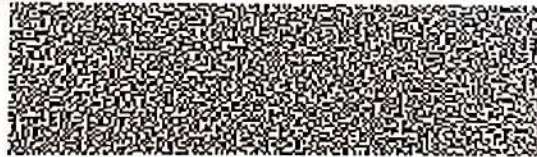
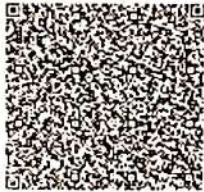


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(One Hundred only)



Dayananda Sagar
University Bengaluru

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into as of 17-01-2023 by and between:-

"College of Pharmaceutical Sciences", Dayananda Sagar University, Shavige Malleshwara Hills, Kumaraswamy Layout, Bengaluru 560111, Karnataka [Contact: Dr. Pushpa Sarkar, Dean, School of Health Sciences, Dayananda Sagar University; Email: dean-sahs@dsu.edu.in,



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2. Any discrepancy in the details on this Certificate and as available on the website www.indiastamp.gov.in renders it invalid.
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Phone: +919342189677; Dr. N.M. Raghavendra, Principal, College of Pharmaceutical Sciences, Dayananda Sagar University; Email: ppl-pharmacy@dsu.edu.in, Phone: +919949110836] henceforth referred to as the "Party A".

AND

"Avenida Innovations", SPS Vamsi Nivas, Plot no 4, KPHB colony Phase V, Hyderabad – 560072, Telangana [Contact: Dr. Ashwani Dhar, Co-founder & President, Avenida Innovations; Email: ashdhar@avenidapro.com Phone: +1 4085061961; and Dr. Karthik Rakam CEO, Avenida Innovations; Email: karthik@avenidapro.com, Phone: +91 7569692853] henceforth referred to as the "Party B".

The parties shall individually be referred to as a "Party" and collectively as "Parties".

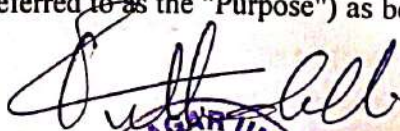

WHEREAS, in consideration of the mutual understandings contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed between the Parties to this MOU, as follows:

BACKGROUND

The College of Pharmaceutical Sciences (COPS), Party A, is a branch of the School of Health Sciences, affiliated with Dayananda Sagar University. The college is recognized by Pharmacy Council of India, New Delhi; and the Government of Karnataka; It is also a recognized Scientific and Industrial Organization by DSIR, Govt. of India. The COPS offers B. Pharm, M. Pharm, Pharm D, and Ph.D. programs in Pharmaceutical Chemistry, Pharmacology, Pharmaceutics, Pharmacognosy, and Pharmaceutical Analysis. The College has vibrant clusters of innovation ecosystems focused on drug discovery and development; in collaboration with industrial partners and research organizations. It also has an excellent pharmacy practice department dedicated to the betterment of the healthcare community in association with Sagar hospitals, and Dr. Chandramma Dayananda Sagar Institute of Medical Education and Research.

Avenida Innovations, Party B, is a global organization focused on establishing benchmarks of excellence in training and handling innovative projects for the pharmacy, healthcare and life sciences. With offices in the United States and India, Avenida offers excellent support to the individuals, institutions and companies who it serves. Avenida Innovations through its two verticals Avenida Academy and Avenida Practice, envisions to create a better world by changing the way education is offered and healthcare is delivered. Some of its projects include initiating pharmaceutical care services in hospitals, clinical pharmacy services in remote ICUs, knowledge management, Pharm.D managed clinics, clinical pharmacist consultation etc with its various our industry partners.

All Parties hereby form themselves into this MOU for the benefits of each other in future and ultimately the wider population (hereinafter jointly referred to as the "Purpose") as both have a synergy in their space of work and engagements.

ENGAGEMENT & SCOPE OF WORK

This MOU contemplates the proposed engagement of the Parties. All Parties accept such engagement and agree that they shall during the term of their engagement hereunder conscientiously provide their resources and perform the required services to full limit of their ability, and further agree that they shall promptly and faithfully comply with all requirements, directions, requests, rules, and regulations.

All Parties do hereby agree as under:

The COPS, DSU and Avenida have agreed to establish a department of clinical pharmacy at CDSIMER to provide clinical pharmaceutical care services which will improve the patient outcomes. It is one of its kind initiatives in India, which has the potential to integrate clinical pharmacists into the core healthcare team of CDSIMER. Team of interns from COPS, DSU, will be trained and supervised by Avenida Innovations in implementation and establishment of clinical pharmaceutical care services.

The party A agrees to provide financial and infrastructural requirements to party B to help establish clinical pharmacy department at CDSIMER to provide pharmaceutical care services.

Party B agrees to provide all the training, resources and implementation to execute the initiatives of clinical pharmacy department for a year from 1st February 2023 to 31st January 2024.

MASTER PLAN FOR ESTABLISHING CLINICAL PHARMACY DEPARTMENT AND IMPLEMENTATION OF PHARMACEUTICAL CARE SERVICES:

Vision: To be a center of excellence in providing clinical pharmacy services and contributes to the vision and mission of CDSIMER.

Mission:

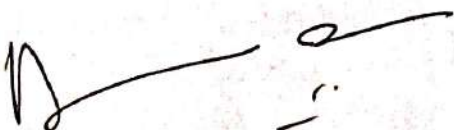
1. Provide care in collaboration with care team involving physicians, nurses, dieticians etc.
2. Define and deliver clinical pharmacy operations aligning with international standards.
3. Provide comprehensive pharmaceutical care services to improve patient outcomes.
4. Connect, collaborate with other departments, and contribute to their performance.
5. Contribute to research and publication.

Scope of service: The scope of service is in the following venues of care

- A. ICU and in patient wards
- B. Transition and stay in other settings of care
- C. Discharge
- D. IP and OP Pharmacy

Resources to be provided by COPS:

1. One room with a table and 4 chairs with one/two laptops
2. Hall where 30 interns can sit and work
3. Access to internet



4. Stationary – printout of few forms
5. Books

Clinical Pharmacist Tasks:

1. Provide pharmaceutical care by working in collaboration with the healthcare team to design, implement, and monitor a therapeutic plan to produce specific outcomes.
2. Identify, prevent and resolve medication-related problems which include
 - ✓ Untreated indications
 - ✓ Improper drug selection
 - ✓ Subtherapeutic dosage
 - ✓ Overdosage
 - ✓ Adverse drug reaction
 - ✓ Drug interactions
 - ✓ Medication use without indication
 - ✓ Drug duplication
3. Medication reconciliation (one of the areas of special emphasis)
 - ✓ On admission
 - ✓ Transition/Transfer
 - ✓ Discharge
4. Patient education/Medication information during hospital stay
5. Education of nurses, pharmacists and other healthcare professionals.
6. Review and develop protocols.
7. Research and publications.
8. Management of medication
9. Discharge medication audit and patient instructions during discharge

Education and counseling include:

1. Help patient or Caregiver Understand the medication's trade name, generic name, its therapeutic class and actions.
2. Explain the medication's use and expected benefits.
3. Discuss the medication's route, dosage form, dosage, and administration schedule.
4. Understand lifestyle and work environment-and advice use of medications accordingly.
5. Answer and provide guidance in the use of medications and situations like missed dose.
6. Help patients understand common side effects and an adverse reaction.
7. How to deal with known common side effects of medication/ And when to seek help
8. Be the expert and share facts like drug–drug, drug–food, and any other interactions.
9. Other areas of expertise as in how to store the medications.
10. How to take care of discontinued medications. -to dispose or donate

Metrics

- ✓ cpKPI 1: Percentage of patients who received documented medication reconciliation on admission, with resolution of identified discrepancies.
- ✓ cpKPI 2: Percentage of patients for whom a pharmacist has developed and initiated a



- ✓ pharmaceutical care plan.
- ✓ cpKPI 3: Number of drug therapy problems resolved by a pharmacist per admission.
- ✓ cpKPI 4: Percentage of patients for whom a pharmacist participated in interprofessional patient care rounds to improve medication management.
- ✓ cpKPI 5: Percentage of patients who received education from a pharmacist about their disease(s) and medication(s) during their hospital stay Expectation.
- ✓ cpKPI 6: Percentage of patients who received education from a pharmacist at discharge.
- ✓ cpKPI 7: Research publications
- ✓ Standardising documentation by using Prescription audit form created by Avenida and DRP-Registration Form V9.1 (PCNE Classification)

ROLES AND RESPONSIBILITIES:

Avenida Innovations: Form a team with interns of COPS; train and lead the team in successful implementation of clinical pharmaceutical care services.

Faculty of COPS: Cooperate with Avenida Innovations.

Interns: Execute the clinical pharmacist tasks under the supervision of Avenida Innovations.

IMPLEMENTATION TIMELINES: Group to meet once a month, meeting to be chaired by Dr. Pushpa and quorum is 50% members.

This program will be implemented in four phases

Phase 1 (February 2023): 5 working days each in the first and third week of February by Dr. Karthik in person at CDSIMER premises to lead the team to implement the following. Other days Dr. Karthik will lead the team by online interaction.

A. Current State Analysis: Assess and record the status of these areas of pharmacy/medication work

- Medication reconciliation
 - o Admission
 - o Transfer
 - o Discharge
- Journey of medication
 - o Ordering by physician/prescribing
 - o Transcription of medication
 - o Indenting
 - o Dispensing
 - o Administration
 - o Monitoring
- Review of prescription
 - o Check the prescription for appropriateness and completeness
 - o Identify and resolve drug therapy problems

Handwritten signature and scribbles



- Pharmaceutical care process
 - o Design
 - o Implement
 - o Monitor therapy
- IV medications
 - o Choice of diluting fluid
 - o Ratio of dilution
 - o Rate of infusion
 - o Infusion related ADRs
- Patient education and counselling
 - o During hospital stay
 - o Discharge
- CPE for Nurses and Pharmacists
 - o Best dispensing and administration practices
 - o Pain point survey

B. Department Orientation for Interns: Make the interns aware of the benefits of starting the service and have them on boarded by conducting in person introduction by Dr Karthik explaining

- o The need of such a service
- o The process involved
- o Their role in this service during their internship
- o Also be a source available to answer their questions and address concerns
- o How to use this opportunity as a steppingstone to grow
- Training – Basic
 - o Interpretation of STG
 - o Sources of information
 - o Understand and interpret complete prescribing information
 - o Prescription audit form, PCNE form
 - o Explain about metrics
- Define and assign areas of implementation
 - o General medicine
 - o Specialties like OBG, Pediatrics etc.
 - o IP and OP pharmacy

Phase 2 (March 2023): 5 working days each in the first and third week of March by Dr. Karthik in person at CDSIMER premises to lead the team to implement the following. Other days Dr. Karthik will lead the team by online interaction.

- o Implementation of tasks
- o Advanced training to execute the tasks mentioned in page 4, 5
- o Persuasive communication

Phase 3 (1st April 2023 to 31st July 2023): 3 working days each in the first and third week from April 2023 to July 2023 by Dr. Karthik in person at CDSIMER premises to lead the team to implement the following. Other days Dr. Karthik will lead the team by online interaction.





- Training
- Creating of material: E.g., IV infusion protocols, patient/nurse education material
- Health day activities
- Supervision
- Ongoing revision
- One on one meetings with team leads
- Upgrade and update

Phase 4 (1st August 2023 to 31st January 2024): 2 working days each in the first and third week from August 2023 to January 2024 by Dr. Karthik in person at CDSIMER premises to lead the team to implement the following. Other days Dr. Karthik will lead the team by online interaction.

- Training
- Creating of material: E.g., IV infusion protocols, patient/nurse education material
- Health day activities
- Supervision
- Ongoing revision
- One on one meetings with team leads
- Upgrade and update

All parties have full capacities for the responsibilities above and will execute as described. All the parties will share responsibilities on mutually agreed terms and conditions as mutually agreed.

1. INDEMNIFICATIONS

All Parties shall indemnify and hold harmless each other, their affiliates and respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the services of Parties under this MOU.

2. LIABILITY

All partners and volunteers are absorbed of any liability resulting from any and all services provided during the mutually agreed events.

3. NON-DISCLOSURE

All partners are working together in this endeavor. Neither Party will use, copy, adapt, alter or part with possession of any information of the others which is disclosed or otherwise comes into its possession under or in relation to this MOU and which is of a confidential nature.

4. FINANCIAL IMPLICATIONS: Party A to pay party B, remuneration agreed below based on the implementation timelines.

Rs. 26,665 per month from 1st February 2023 to 31st January 2024.

This proposal is for an annual engagement to be reviewed after mutual agreement.



5. GENERAL

- 1) The parties to this MOU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MOU.
- 2) This MOU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

6. NOTICES & COMMUNICATION

Communication necessary for the performance of this MOU shall be made through the contact details provided in this MOU.

7. ADDENDUM

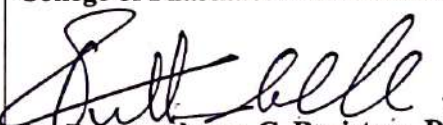

A party to this MOU may request an amendment to this MoU at any time, provided such amendment is with the prior written consent of the authorised representatives of all parties.

8. TERMINATION


Termination of this MOU by each Party can be executed at any point of time if the mutual cooperation and clinical pharmaceutical service at CDSIMER is found unsatisfactory.

SIGNATURES:


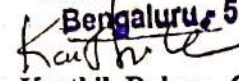
This MOU is executed on behalf of the parties by their respective duly authorized signatory as below

College of Pharmaceutical Sciences (Party A)  Dr. Puttamadappa C, Registrar, DSU Dayananda Sagar University Bangalore	Avenida Innovations (Party B)  Dr. Ashwani Dhar, Cofounder & President, Avenida Innovations
--	---

Witness 1:


Dr. Pushpa Sarkar, Dean, SHS, DSU

Witness 2:


Dr. N.M. Rajinikanth, Principal, COPS
College of Pharmaceutical Sciences
Dayananda Sagar University
Watersharaswamy Layout,
Bengaluru, 560 078.

Dr. Karthik Rakam, CEO, Avenida Innovations



Dayananda Sagar
University Bengaluru

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into as of 18 / 01 / 2022 by and between:-

"AVENIDA INNOVATIONS", SPS Vamsi Nivas, Plot no 4, KPHB colony Phase V, Hyderabad, [Contact: Dr. Karthik Rakam (7569692853), Email: karthik@avenidapro.com] henceforth referred to as the "Party A";

AND

"Registrar, Dayananda Sagar University", Kumaraswamy Layout, Bangalore, Karnataka, India-560078 [Contact: Dr. V. Murugan +91 99029 92345, Email: ppl-pharmacy@dsu.edu.in] henceforth referred to as the "Party B".

The parties shall individually referred to as a "Party" and collectively as "Parties".

WHEREAS, in consideration of the mutual understandings contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed between the Parties to this MOU, as follows:

BACKGROUND

Avenida Innovations is a global organization focused on establishing benchmarks of excellence in training for the pharmacy, healthcare and life sciences industries. With offices in the United States and India, Avenida offers excellent support to the individuals and companies who it serves. Avenida has highly experienced experts from health sector in its network and also a base of approximately 10000 pharma graduates, 100s of college and universities in direct contact as on date. There is always a need for quality, job ready pharmacy/ health care graduates and professionals for industry. There is a huge skill gap in pharmacy/healthcare graduates in the country.

All Parties hereby form themselves into this MOU for the benefits of each other in future and ultimately the wider population (hereinafter jointly referred to as the "Purpose") or for upcoming projects as both have a synergy in their space of work and engagements. The objective of this MOU is to bridge this skill gap through collaboration and partnership between both parties. Under this MOU all the parties shall complete projects on agreed conditions of this MOU which shall be followed during the course of this MOU.

ENGAGEMENT & SCOPE

This MOU contemplates the proposed engagement of the Parties. All Parties accept such engagement and agree that they shall during the term of their engagement hereunder conscientiously provide their

resources and perform the required services to full limit of their ability, and further agree that they shall promptly and faithfully comply with all requirements, directions, requests, rules, and regulations.

All Parties do hereby agree as under:

1. The party A agrees to collaborate and support in organizational development, pedagogy, patent, research, innovation, incubator, startup, mentoring, industry partnership, internship, starting new healthcare programs with party B.
2. The party A agrees to collaborate for conducting workshop/seminar/conference at least once in every year at the campus of party B.
3. The party A agrees to provide training to the Pharmacy/PharmD students of party B in the fields of:

Clinical Pharmacy

Clinical Research

Clinical Data Management, Data Analytics

Pharmacovigilance

Career Abroad

Medical Writing and Communication

Ideas to IPR

Informatics

Any other fields as needed

4. party A agrees to provide career guidance to interested students of Pharmacy/Pharm. D and other courses of party B
5. Both the parties agree to use each other promotional materials (logo, pamphlets, name & address, contact details, etc.,) in any event organized by both the parties only for promotional activities.

All parties have full capacities for the responsibilities above and will execute as described. Except this, all the parties will share responsibilities on a mutually agreed basis and hence share the expense, profit and any other credits depending on agreed terms and conditions as mutually agreed.

1. INDEMNIFICATIONS

All Parties shall indemnify and hold harmless each other, their affiliates and respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the services of Parties under this MOU.

2. LIABILITY

All partners, sponsors, volunteers are absorbed of any liability resulting from any and all services provided during the mutually agreed events.

3. NON-DISCLOSURE

All partners are working together in this endeavor. Neither Party will use, copy, adapt, alter or part with possession of any information of the others which is disclosed or otherwise comes into its possession under or in relation to this MOU and which is of a confidential nature.

4. **FINANCIAL IMPLICATIONS:** Once both the parties agree and decide the priority areas of implementation, financials will be mutually discussed and decided.

5. GENERAL

- 1) The parties to this MOU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MOU.
- 2) This MOU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.
- 3) The parties to this MOU shall be permitted to use the other's name, crest, logo or branding after obtaining the other's prior consent to such use and fully complying with the user guidelines.

6. NOTICES & COMMUNICATION

The communication necessary for the performance of this MOU shall be made through the contact details provided in this MOU.

7. ADDENDUM

A party to this MOU may request an amendment to this MoU at any time, provided such amendment is with the prior written consent of the authorized representatives of all parties.

8. TERMINATION

Termination of this MOU by each Party prior to the execution and delivery of the definitive agreements shall be without liability and no Party hereto shall be entitled to any form of relief whatsoever, including without limitation, injunctive relief or damages.


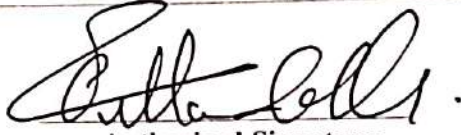
18/11/2023
V. S. S. V.

NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or facsimile transmission, or sent postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

SIGNATURES:

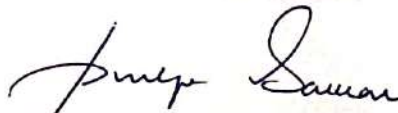
Executed by the parties on the date, month and year first above mentioned, acting through their authorized signatories.

Executed for & on behalf of:	Executed for and on behalf of:
AVENIDA INNOVATIONS SPS Vamsi Nivas, Plot no 4, KPHB colony Phase V, Hyderabad	DAYANANDA SAGAR UNIVERSITY COLLEGE OF PHARMACEUTICAL SCIENCES, Bengaluru - 560078
 Authorized Signatory	 Authorized Signatory Registrar Dayananda Sagar University Bangalore.
Name: Dr. Ashwani Dhar Designation: Co-founder & President, Avenida Innovations Email: ashdhar@avenidapro.com	Name: Dr. Puttamadappa C Designation: Registrar, Dayananda Sagar University, Bengaluru

WITNESS

1) **Dr. V Murugan**
Principal, COPS, DSU
Bengaluru

Date: V. Murugan 18/11/2022


2) **Dr. Pushpa Sarkar**
Dean, SAHS, DSU
Bengaluru



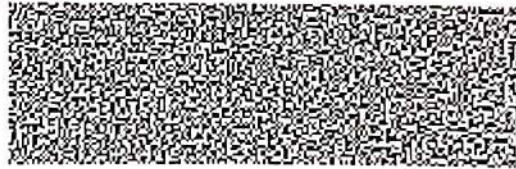
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Please write or type below this line

**MEMORANDUM OF UNDERSTANDING (MOU)
 BETWEEN
 Bangalore Bioinnovation Centre (BBC), Bangalore
 AND**

College of Pharmaceutical Sciences, Dayananda Sagar University, Bengaluru.

Bangalore Bioinnovation Centre (BBC) is a Karnataka Government undertaking - a section 8 Company (U85310KA2015NPL079765) established in 2015 having its registered office at Helix Biotech Park, Electronic City Phase 1, Bangalore – 560100,



Page 2 of 6

Judha Suresh
DEAN
 School of Health Sciences
Dayananda Sagar University
 Bangalore - 560 111, India.

Cautionary Alert:

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

Karnataka and a bio-incubation center for startups in the field of Life Sciences, Pharma, MedTech, Agriculture, Food & Nutrition funded by Department of Electronics, IT, BT and S&T, Government of Karnataka with a liberal funding support from Department of Biotechnology (DBT) Government of India. The Centre is a world class incubation Centre with Central Instrumentation facility in a 10-acre campus with total builds up area of 60,000 sq. ft. (hereinafter referred to as 'BBC')

AND

College of Pharmaceutical Sciences", Dayananda Sagar University located at Shavige Malleshwara Hills, Kumaraswamy Layout, Bengaluru 560111, Karnataka, hereinafter referred to as "COPS, DSU".

which expression shall, unless repugnant to the context or meaning thereof include and be deemed to include its, successors-in-interest and permitted assigns,

WHEREAS, each party referred to individually as "Party" and jointly as "Parties" have intended to enter into an MoU according to the terms and conditions stated below.

Purpose of this Memorandum of Understanding

The purpose of this Memorandum of Understanding is to establish a collaboration between the Parties to promote academic bio-entrepreneurship, promotion of spinouts and facilitate commercialization of technologies co-developed in broad areas of Life Sciences, and the social impact initiatives. Parties admire the benefit from the cooperation to take on the challenge of promoting bio-entrepreneurship and social impact initiatives through various innovative activities including providing training and job opportunities.

Areas of Cooperation

1. BBC is established with the aim of fostering innovation ecosystem through translational research by start-ups/entrepreneurs in the broad areas of Life Sciences viz., Health Care (MedTech/Pharma/Bio-Pharma), Agriculture, Food/Nutrition, Industrial Biotechnology and Environmental Biotechnology and take it forward to commercialization;
2. COPS, DSU is established with the aim of nurturing young scientists and innovators in drug discovery and development supporting the healthcare leading to startups and entrepreneurs, as well as building a vibrant research ecosystem in areas of pharmaceutical sciences in the service of pharma industry and clinical community.
3. The Parties agree to cooperate, in the context of their respective mandates, policies and resources, for the purposes of promoting bio-entrepreneurship especially in the field of Life Sciences through technical cooperation, capacity-building, training and translation / commercialization of technologies.
4. The Parties agree to act as a link between the college and the start-up's incubated at BBC and facilitate the transfer of knowledge/technologies through training programs and/or webinars.




Page 3 of 6
Jaypee Sagar
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School of Health Sciences
Dayananda Sagar University
Bangalore - 560 111, India

5. The Parties will strive towards strengthening research and development through joint research programs and bring out more spinouts.
6. The Parties agree to carry out common research projects in the relevant field and to discuss the obtained results in order to publish articles or IP protection and to participate at Scientific/National/International Conferences, Seminars, Workshops and Meetings.
7. BBC to facilitate the commercialization of technologies developed in the college in the field of Life Sciences.
8. BBC to provide access to instrumentation and infrastructure facilities for collaborative research projects, to the students/ scholars/ faculty of COPS, DSU as per the policies of BBC.
9. BBC to facilitate Internships / Student Projects, Industrial visit for the students,
10. The Parties agree to jointly conduct events such as workshops, training and skill development programs, conferences, webinars etc., to capacitate the researchers and faculty.
11. The Parties agree to jointly conduct field specific events in the area of technology commercialization and entrepreneurship.
12. The "Parties" referred to in this MOU below shall meet as necessary to review the fields of cooperation.

Scope and Implementation of MoU

1. BBC houses the Centre of Pandemic Preparedness under the Government of Karnataka, under which the Antimicrobial Resistance Centre of Excellence will be nested. Under this umbrella, several Institutions and Organizations are partnering in the Translational Antimicrobial stewardship initiative. COPS, DSU has agreed to be one of the partners to experiment and implement this program with a global approach
2. The Party having the responsibility to organize an agreed activity under this Memorandum of Understanding, shall apply its own administrative and financial regulations and comply with its own practices, unless provided otherwise in this MoU. It shall apply its own practice in terms of organization, logistical arrangements and other activity-specific matters, unless otherwise agreed between the Parties.
3. For agreed activities organized by a Party and financed, in full or in part, by the other party, administrative and financial modalities shall be defined in advance between the Parties.
4. In all instances, each party shall cover the expenses related to the participation of its nominees in the agreed activities out of its own financial resources.
5. No provision of this agreement shall be construed so as to interfere in any way with the Parties respective decision-making processes with regard to their own respective affairs and operations.
6. COPS, DSU is the implementation partner to facilitate the establishment of drug discovery laboratory, nanotechnology, cell and molecular biology, AMR, herbal drug technology, etc.




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 School of Health Sciences
Davananda Sagar University
 Bangalore - 560 111, India

Amendments

This Memorandum of Understanding may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply only to agreed activities which have not yet been implemented.

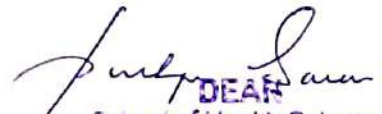
Entry into Force and Duration

1. This Memorandum of Understanding shall enter into force on the date of its signature by both Parties.
2. This Memorandum of Understanding shall remain in force for Five years and shall be further renewable on mutual consent by the Parties.
3. In case of termination of this Memorandum of Understanding, the Parties shall cooperate during the period of notice to ensure orderly completion of all pending Agreed Activities.



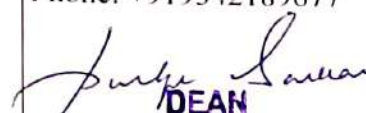
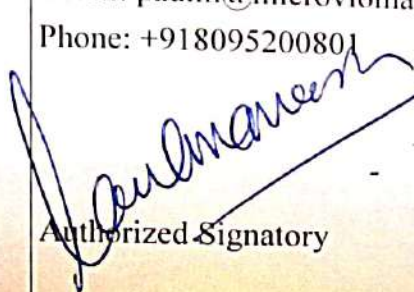
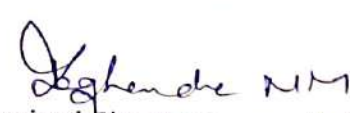
Miscellaneous

1. Any and all information exchanged under or in connection with this MOU shall be considered as confidential information of disclosing Party. Receiving Party shall not disclose confidential information of disclosing party to any third party or otherwise use such confidential information for any purpose other than for performing this MOU.
2. Each Party shall comply with all applicable laws including laws pertaining to privacy, data protection, confidentiality, drug control laws, and environmental laws in the performance of this MOU.
3. Either party does not make any representation or warranty that the proposed collaboration shall ensure commercial viability or success of any joint research project or any other warranty, expressed or implied.
4. If either Party is delayed in performing an obligation under this MOU by strike, lockout, or other labor troubles of a Third Party; by restrictive governmental or judicial order or by riots, insurrection, war, inclement weather, or Acts of God including any endemic or pandemic; performance is excused for the period of such delay. The Party affected by such Force Majeure event shall promptly notify the other in writing of the delaying event.
5. The relationship hereby established between the Parties is solely that of the independent contractors. This MOU shall not create any agency, partnership, or joint venture relationship.
6. This MOU may be executed in counterparts, each of which shall be considered an original and all of which shall constitute one and the same document for all purposes.




DEAR
School of Health Sciences
Davananda Sagar University
Bangalore - 560 111, India

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

<p>For Party 1 Dr Jitendra Kumar Managing Director, Bangalore Bioinnovation Centre (BBC) Bangalore Helix Biotech Park, Bangaluru. Mobile: +91 9686695898</p>   <p>Authorized Signatory</p>	<p>For Party 2 Dr. Pushpa Sarkar Dean, School of Health Sciences, Dayananda Sagar University, Bengaluru. Email: dean-sahs@dsu.edu.in Phone: +919342189677</p>  <p>DEAN School of Health Sciences Dayananda Sagar University Bangalore - 560 111, India.</p>
<p>Witness: Dr. Maneesh Paul S Director, Microvioma, Bengaluru. Email: paulm@microvioma.com Phone: +918095200801</p>  <p>Authorized Signatory</p>	<p>Dr. N.M. Raghavendra Principal, College of Pharmaceutical Sciences, Dayananda Sagar University, Bengaluru. Email: ppl-pharmacy@dsu.edu.in Phone: +919949110836</p>  <p>Authorized Signatory 11/5/23 PRINCIPAL College of Pharmaceutical Sciences Dayananda Sagar University Kumaraswamy Layout, Bangaluru - 560 078.</p>
<p>Date: 11/05/2023</p>	<p>Date: 11/05/2023</p>

AND

Gomti Incinco, a company incorporated under the companies act 1956, having its registered office at #3 B2, Kumbalgotu Industrial Area , 1st Phase , Mysore Road, Bangalore -560074 Plot-17F, represented by its managing Partner Mr. Ramesh Sharma, (herein after referred to as "Service Provider" which term or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and permitted assigns as second part)

WHEREAS, each party referred to individually as "Party" and jointly as "Parties" have intended to enter into an MOU according to the terms and conditions stated below.

Whereas,

Party-1 COPS, Dayananda Sagar University, Shavige Malleshwara Hills, Kumaraswamy layout, Bengaluru-11. 'COPS' offers a host of different UG, PG, and Ph.D. courses in various specialties of pharmaceutical sciences. It is approved by Pharmacy Council of India. The college is recognized by DSIR as a Scientific and Industrial Research Organization.; COPS has a vibrant innovation ecosystem oriented towards drug discovery and development. Faculties and researchers from departments such as Pharmaceutical chemistry, Pharmacology, Pharmacognosy, Pharmaceutics, and Pharmaceutical analysis interlink and integrate their research efforts and contribute to the scientific community.

COPS has incubation units such as Preclinical Research and the center of excellence for nanotechnology. The laboratories are integrated into incubation unit, and the IPR Cell, which in turn encourages the research groups to coordinate in patenting and protecting the copyrights. We also have collaborations with external incubating agencies and pharmaceutical industries that join us and exchange knowledge and skills. Our research faculty also trains the newly recruited employees of pharmaceutical industries such as Strides Arcolab under the B.VOC Program. In total COPS has a vibrant innovation ecosystem that has a cluster of people both internal and external contributing and sharing knowledge and skills with each other towards drug discovery and development 25 patents (published) from COPS. Research Innovations at COPS is funded by VGST, RGUHS and. The proof of this vibrant ecosystem can be seen in >185 research publications and SEED grant of DSU. COPS Collaborates with more than 10 Pharmaceutical Industries in drug discovery and development.



Party-2 **Gomti Incinco**, with over two decades of experience and expertise in the field of Handling Hazardous Wastes has set up a Common Hazardous Waste Incinerator Plant, under the title **Gomti Incinco** and installed a PYROLYTIC INCINERATOR, specifically designed to treat waste of infectious and hazardous nature Whereas,

The parties have discussed and deliberated on Biomedical Waste Management and benefits and have deemed it expedient to execute this memorandum of understanding to mutually co-operate in facility related to Biomedical Waste Management. The two parties covered by this MoU may also involve/interact in the course of the said work. The work would involve "COPS" and "Gomti Incinco" be involved as when required under this MoU.

1. Purpose of this Memorandum of Understanding

The purpose of this Memorandum of Understanding is to establish collaboration between the Parties to manage the safe disposal of biomedical waste generated in the animal house, laboratories conducting animal experimentation and also labs which generate biohazard / toxic chemicals after experiments which in turn an important area in protecting the environment by successful and safe disposal of Biomedical and chemical waste and the Services extended by **Gomti Incinco** is a part of collaboration and does not involve any payments in any means.

2. Definitions

- a. "Day" Means Calendar Day.
- b. "Effective date" means that the date on which this agreement comes into force.
- c. "Rules" Means Bio Medical Waste Rules 2016 including its amendment, if any.
- d. "CBMWTF" refers to the Common Bio Medical Treatment Facility.

3. Responsibilities

3.1 COPS

1. Collection, segregation and delivery of Bio Medical Waste from Common Bio Medical Waste Storage Area of Animal House and other laboratories generating biomedical waste to the CBMWTF available at Gomti Incinco by their own transport arrangement.
2. Maintain the daily/ as when the waste collected and sent to the CBMWTF.
3. The timing of collection of the waste will be any other time mutually agreed by the parties.



4. Transportation of the segregated waste from all sites of generation to the common storage area at **Gomti Incinco**.
5. Provide a list of consumables (non chlorinated plastic coloured bags) to CBMWTF along with quantity required on quarterly basis and colour coded bins as and when required. Demand such consumables shall be rational and has been approved the infection control & purchase committee.

3.2 Gomti Incinco

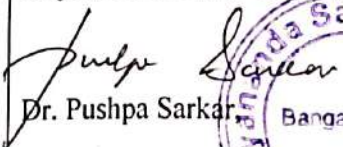



1. Receive the Biomedical and Chemical waste delivered by COPS at the Site of CBMWTF and dispose the same as per the guidelines at free of cost.
2. Shall be in possession/obtain/renewal of authorization, certificates and statutory clearances from the competent authorities to operate the CBMWTF, as required under the law, rules and notification and guidelines.
3. Shall ensure timely submission of Bio Medical Waste Annual report to State Pollution Control Board (in states) & Pollution Control Committees (in UTs) as mandated under the Bio Medical Waste rule 2016 and its amendments if any.
4. Preservation and safe keeping of records and data on bio medical waste generation, treatment & disposal for a period of five years.

4. DURATION, AMENDMENT AND TERMINATION OF MOU

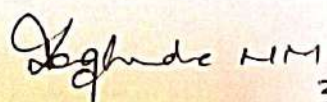



- 4.1 This MoU shall be valid for a period of five years from the date of its signing. During the period of the validity, the MoU can be amended at any time by mutual consent of both the parties in writing. The MoU can also be terminated by either party giving the order a written notice of its desire to terminate the MoU by giving three months' notice in advance. In the event of such termination, both the parties shall cooperate in good spirit for the completion of the ongoing research.
- 4.2 This MoU will be reviewed annually to determine if any changes or amendments should be incorporated. Such changes or amendments will be formally incorporated in the MoU within 90 days of the annual review.
- 4.3 Within 30 days of its expiry, this MoU may be renewed on the same terms as on the date of expiry upon a signed agreement of renewal between the respective Heads of COPS and Gomti Incinco.



In witness whereof of the two parties have signed this memorandum of understanding by the hand of, on behalf of "COPS" and by the hand of behalf of "Gomti Incinco" on the date, month and year referred to above.

<p>Signed by and on behalf of College of Pharmaceutical Sciences, Dayananda Sagar University</p> <p> Dr. Pushpa Sarkar Dean, SHS, Dayananda Sagar University</p> <p></p>	<p>Signed by and on behalf of Gomti Incinco</p> <p> Mr. Ramesh Sharma Managing Partner,</p> <p></p>
--	---

Witness Signature with Address:

<p> Dr. N.M. Raghavendra Principal, College of Pharmaceutical Sciences, DSU</p> <p></p>	<p> Gomti Incinco Manjunath</p> <p></p>
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College of Pharmaceutical Sciences
Dayananda Sagar University
Kumaraswamy Layout,
Bengaluru.- 560 078.

MEMORANDUM OF UNDERSTANDING

This Agreement is made on the Tuesday, 5th of the March - 2024

BETWEEN:

Bioqem Pharma & VPPL group of Companies, Srinidhi Basement floor 24th Main, 5th Phase,
J. P Nagar, Bengaluru-560078.

And

College of Pharmaceutical Sciences, Dayananda Sagar University, Bengaluru-570111.

Purpose:

This Memorandum of Understanding (MOU) outlines the terms and conditions under which the College of Pharmaceutical Sciences and Bioqem Pharma & VPPL group of Companies will collaborate on consultancy projects pertaining to preclinical research and clinical research which will be coordinated by the Department of Pharmacy Practice, Dayananda Sagar University, Bengaluru -560111.

Scope of Collaboration:

The parties agree to collaborate on consultancy projects focused on preclinical and clinical research in the pharmaceutical domain. This collaboration may include but is not limited to:

1. Designing preclinical and clinical research studies.
2. Conducting preclinical and clinical studies.
3. Analysing data and generating reports.
4. Providing expert consultancy on pharmaceutical research methodologies.
5. Any other activities mutually agreed upon by both parties.
6. Publishing research papers in renowned journals, with good impact factor

Roles and Responsibilities:

College of Pharmaceutical Sciences:

1. Provide expertise in preclinical and clinical research methodologies.
2. Allocate faculty members and researchers to work on consultancy projects.

3. Conduct preclinical and clinical trials in accordance with industry standards and regulatory requirements.
4. Analyze data and prepare comprehensive reports with Publications.
5. Ensure confidentiality of sensitive information shared by the Company.

Pharma Company:

1. Define the scope and objectives of consultancy projects.
2. Provide necessary funding for the projects as mutually agreed upon (In two phases).
3. Collaborate with the College in designing research studies.
4. Facilitate access to necessary resources and facilities for conducting research.
5. Respect the academic and professional integrity of the College's faculty and researchers.
6. If publishers expect a publication charge, the company will pay the payment.

Intellectual Property:

Any intellectual property resulting from the collaborative projects shall be jointly owned by the College of Pharmaceutical Science, DSU and the Bioqem Pharma & VPPL group of Company, unless otherwise agreed upon in writing by both parties.

Confidentiality:

Both parties agree to maintain the confidentiality of any proprietary information shared during the course of collaboration.

Amendments:

Any amendments to this MOU must be made in writing and signed by authorized representatives of both parties.

Governing Law:

All questions related to this MOU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any

Entry into Effect and Termination

This MOU shall become effective on the date it is signed by the parties and shall be valid for five year. This understanding may be amended by mutual written agreement and may be terminated at any time by either party upon one month's written notice to the other party. All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.

Signature: _____

DEAN

School of Health Sciences
Dayananda Sagar University
Bangalore - 560 111, India.

Name: Dr. Pushpa Sarkar
Designation: Dean, School of Health
Science, DSU, Bengaluru.

Signature: _____

Name: Dr. Sudheer Patil
Designation: Managing Director, Bioqem
Pharma & VPPL group of Company,
Bengaluru.



Witness 1: _____

Dr. N. M. Raghavendra 05/3/24
Professor & Principal
College of Pharmaceutical Sciences
Dayananda Sagar University
Bengaluru
PRINCIPAL
College of Pharmaceutical Sciences
Dayananda Sagar University
Kumaraswamy Layout,
Bengaluru - 560 078.

Witness 1: _____

Shaikh Zubair
CEO, Bioqem Pharma & Vasishta
Pharmaceuticals Pvt. Ltd (VPPL)
Bengaluru.

Witness 2: _____

Dr. Mahadevamma L
Associate Professor & HOD,
College of Pharmaceutical Sciences,
Dayananda Sagar University,
Bengaluru.

HOD

Department of Pharmacy Practice
College of Pharmaceutical Sciences
Dayananda Sagar University
Bengaluru - 560 111.





National Bureau of Agricultural Insect Resources, Bengaluru- 560024 Karnataka, having its Head Office at Bengaluru [hereinafter called as "ICAR- NBAIR"/ (First party)], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi - 110001 on the ONE PART and the "Dayananada Sagar University Bengaluru", [here in after referred to as "DSU"(Second Party)] on the OTHER PART, (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

To

Promote Academic and Research Co-operation between the two Institutes in the area of Insect Resources in Agricultural and allied sciences.

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter in to long-term collaboration for below mentioned OBJECTIVES in accordance with the provisions contained in the Guidelines issued by ICAR *vide* Letter No. 2- 8/2012-HRD dated 25th April, 2014 or as revised from time to time.

WHEREAS the "First Party" is involved in conducting research on development nodal agency for collection, characterization, documentation, conservation, exchange and utilization of agriculturally important insect resources (including mites and spiders) for sustainable agriculture. ICAR-NBAIR is involved in development of technologies for non-chemical pest management, capacity building and dissemination of technologies and forging linkages with stakeholders

AND

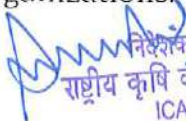
WHEREAS, the "Second Party" created by an Act of the Karnataka State in 2014, the Government of Karnataka; is also a recognized Scientific and Industrial Organization by DSIR, Govt. of India. Dayananda Sagar committed to take knowledge to the people, transforms today's students into responsible citizens and professional leaders of tomorrow.

Article 1.Scope

1.1. The Second party will recognize the First party (i) as an Institute for conducting research related to their search requirement of the students for Postgraduation and Doctoral degree (ii) recognize Scientists of the ICAR- NBAIR as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.

1.2. Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions.

1.3. Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.


निदेशक / Director
राष्ट्रीय कृषि कोट संसाधन ब्यूरो
ICAR-NBAIR
बेंगलूरु-560024 / Bengaluru-560024


Registrar
Dayananda Sagar University
Bangalore. Page | 2



1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent and subject to the availability between both the parties.

Article 2. Management

2.1 Director of the First party and the Registrar of the Second party will be responsible to workout operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

2.2 The Advisory Committee will meet physically or on-line at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

3.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

3.2 The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.

Signature of First Party

Director / Director

राष्ट्रीय कृषि कीट संसाधन ब्यूरो

ICAR-NBAIR

बेंगलूरु-560024 / Bengaluru-560024

Signature of Second Party

Registrar

Dayananda Sagar University
Bangalore.



4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified vide Letter No. 2- 8/2012-HRD dated 25th April, 2014 or as revised guidelines, if any, as may be issued from time to time.

4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.

4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

4.9 While allotting the students to the ICAR-NBAIR faculty vides reference No: F. NBAIR/PME-06/2022 dated: 11.07.2022 the guidelines in place or modifications if any during that time will be followed.

Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the second party shall be the joint applicants for IPRs; and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual Property, whose management and benefits sharing shall be mutually decided in case.

Article 6. Admission and Fees

All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified vide Letter No.2- 8/2012-HRD dated 2-8/2012-HRD dated 25th April, 2014 or as revised guidelines, if any, as may be issued from time to time., for the students from within NARS and outside NARS, respectively.

Signature of First Party

निदेशक / Director

राष्ट्रीय कृषि कीट संसाधन ब्यूरो

ICAR-NBAIR

बेंगलूरु-560024 / Bengaluru-560024

Signature of Second Party

Registrar

Dayananda Sagar University
Bangalore.



6.1 Admission of the students and the award of degrees for different programmers will be the responsibility of the Second party as per the rules and regulations.

6.2 Allotment of the students at the First party will be done by the approval of Director of the First party and Dean of the Second party.

6.3 The First party would have the right to screen the student's eligibility for admission to ICAR-NBAIR based on their academic period.

6.4 The First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.

6.5 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.

6.6 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

6.7 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions vide Letter No. 2-8/2012- HRD dated 25th April, 2014 or as revised guidelines, if any, as may be issued from time to time. If student registers with AU/DU after qualifying through competitive mode of ICAR's All India Entrance Examination for Admission to Master's/Ph.D and is awarded fellowship for pursuing Master's or Doctoral degree programme by any sponsoring institution [e.g. ICAR-JRF(PGS)/ICAR-SRF(PGS)/CSIR-UGC- JRF/CSIR-SRF], the contingency grant awarded to the student may be transferred to the institution where major part of the research work would be carried out and regulated by the provisions contained in the guidelines of sponsoring institution. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

6.8 However, a student registered with a second party outside NARS, shall be uniformly charged a fee of Rs.10,000/- for training for one month and Rs.20,000 for training / research/ dissertation up to the duration of 3 months and Rs.30,000/- per semester for work exceeding three months. The fee structure is to be reviewed periodically after two years by the AU/DU or the ICAR Institute, as the case may be. However, the students may be charged a fee of Rs.10,000/- for training duration of three months not leading to a dissertation/ degree."

Signature of First Party

निदेशक / Director

राष्ट्रीय कृषि कीट संसाधन ब्यूरो

ICAR-NBAIR

बंगलूरु-560024 / Bengaluru-560024

Signature of Second Party

Registrar

Dayananda Sagar University

Bangalore,

Page | 5



Article 7. Entry into effect, modification and termination

7.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for five years. Both parties shall review the status of the MoU at the end of each three years and extended upto five-year period to determine any modification, whenever necessary. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

7.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party.

IN WITNESS WHERE OF THE UNDERSIGNED, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

DIRECTOR
ICAR- National Bureau of
Agricultural Insect
Resources (ICAR-NBAIR),
Bengaluru- 560024 Karnataka.

REGISTRAR
Dayananda Sagar University
Devarakaggalahalli, Harohalli,
Kanakapura Road, Ramanagara,
Dt.,Bengaluru - 562 112

WITNESS:

1. **Nodal Officer, PG**
Education, ICAR-NBAIR.

2. **Nodal Officer, PME Cell**
ICAR- NBAIR.

1. **Dr. Pushpa Sarkar**
Dean, School of Health Sciences, DSU
Bengaluru

Signature of First Party
निदेशक / Director
राष्ट्रीय कृषि कीट संसाधन ब्यूरो
ICAR-National Bureau of Agricultural Insect Resources
डाक पेटी सं. 2491 / P.B. No.2491
एच.ए. फार्म पोस्ट / H. A. Farm Post
बेल्लारी रोड / Bellary Road
बेंगलूरु-560024 / Bengaluru-560024

Signature of Second Party
Registrar
Dayananda Sagar University
Bangalore.



सत्यमेव जयते

INDIA NON JUDICIAL

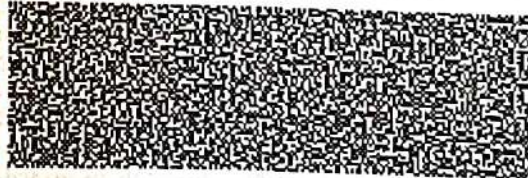
Government of Karnataka

Rs. 100

e-Stamp

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 Second Party : REGISTRAR DAYANANDA SAGAR UNIVERSITY BENGALURU
 Stamp Duty Paid By : REGISTRAR DAYANANDA SAGAR UNIVERSITY BENGALURU
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



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MEMORANDUM OF UNDERSTANDING

Between

Institute for Drug Delivery & Biomedical Research, #443, II Floor, West of Chord Road, II Stage, Mahalaxmipuram, Bengaluru-560086 represented by its Director, Dr. Shivakumar H.N (hereinafter referred to as the "IDBR" which term shall include its successors and permitted assigns), of the ONE PART;

Dr. Shivakumar H.N

[Signature]

Page 1 of 6

Statutory Alert:

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

and

Dayananda Sagar University having its registered office at DSU Campus, Shavige Malleshwara Hills Kumaraswamy Layout, Bengaluru-560111, represented by Registrar, Dr. Puttamadappa C hereinafter called "DSU" (which expression shall, unless it be repugnant to the context, mean and include its successors and assigns) of the SECOND PART

On this 28th day of February 2023 at Bengaluru

WHEREAS, IDBR & DSU intends to foster-

- a) Collaboration in research;
- b) Apply for and obtain joint research grants and funding.
- c) Nurture student exchange program;
- d) Recognition of the IDBR Bangalore Centre as Ph.D. Research Center by DSU;
- e) Join scholarly activities like scientific seminars & symposiums, etc

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree to the following to accomplish the above intents:

Duration:

This MoU shall be for a period of 5 (five) years commencing from February 28, 2023 and ending on February 28, 2028. On the expiry of the said 5 years agreed to under this MoU, the same may be extended/renewed for additional term/s subject to such other terms as may be mutually agreed upon between the Parties.

Role of DSU:

DSU shall have the following roles & responsibilities:

- a) DSU shall extend the support of its available infrastructure facilities necessary to accomplish the goals.
- b) DSU shall promote the MoU with its faculty and shall encourage them to take active role in joint collaboration projects.
- c) DSU researchers would take active role in joint collaboration projects with IDBR and acknowledge the efforts of faculty members of IDBR appropriately through publications, presentations and other scholarly activities.
- d) DSU shall recognize the researchers of IDBR as Ph.D.co-guides as per the University eligibility requirement.
- e) DSU shall permit the researchers of IDBR to serve as co-guides on the research projects taken up by the students of DSU.
- f) DSU shall allow the researchers and scholars of IDBR to utilize its equipment, library, laboratory and infrastructure facilities against payment of prescribed fee.
- g) DSU shall play an active role in seeking funding from companies and funding agencies. DSU shall agree to share the funding appropriately when jointly submitted projects secure the funding from various research promotion agencies.
- h) DSU shall consider for review and approval of animal and human subject studies protocols (Ethical clearance) submitted by IDBR for research and development purposes.
- i) DSU shall encourage their faculty and scholars for collaborative research purposes at IDBR.
- j) DSU shall agree to organize seminars, symposiums, outreach programs and other scientific events jointly with IDBR.





Role of IDBR

IDBR shall have the following roles & responsibilities:

- a) IDBR shall extend the support of its infrastructure facilities necessary to accomplish goals.
- b) IDBR researchers would take active role in joint collaboration projects (DSU) and acknowledge the efforts of faculty members of DSU appropriately in publications, presentations and other scholarly activities.
- c) IDBR faculty members shall serve as co-guides on projects performed by students of DSU.
- d) IDBR shall allow the researchers and scholars of IDBR to utilize its equipment, laboratory and infrastructure facilities against payment of prescribed fee.
- e) IDBR shall allow research students and intern students to work on their projects at IDBR at a cost determined by the expert team at IDBR considering the project cost and equipment usage.
- f) IDBR shall play an active role in seeking funds from companies and funding agencies. IDBR agrees to share the funding appropriately when jointly submitted projects secure funding.
- g) IDBR shall organize seminars, symposiums, outreach programs and other scientific events jointly with DSU.
- h) IDBR shall try to secure international collaborations and establish a joint collaborative MoU between DSU, IDBR and the other research organization in India and abroad.

Role of DSU & IDBR jointly:

As an academic and research institutions, DSU & IDBR recognize their social responsibilities and shall endeavor to give proper directions and lay the path for future generations to succeed as young entrepreneurs and skilled job-seekers.

IP Rights:

All proprietary or patentable ideas, devices, methods, formulations, designs, and inventions related to the projects, developed or conceived by or on behalf of the DSU or IDBR in the course of collaborative research, including but not limited to, the right to apply for patent protection thereon, shall become the property of the DSU or IDBR respectively. In the case of Jointly executed Ideas/projects, the ownership shall be determined by mutual discussion.

The researchers from both DSU & IDBR would not incorporate any third-party copyrighted material, process into the research product/process.

The research product/process shall not be copied, published, adapted, shared, posted on an intranet or website, or disclosed in any manner by DSU/IDBR or any Subcontractor or other third party except with the prior written approval of DSU & IDBR.

All IP rights that were owned and developed by the DSU & IDBR prior to the commencement date shall be treated as outside the scope of the MoU (collectively, "Pre-existing IP"), and which the researcher/s use in the performance of the collaborative research or incorporate in whole or in part into any deliverables, have been fully disclosed and identified by the researcher/s in the project/s. Any collaborative researcher/s represents and warrants that all Preexisting IP are used with full authorization and permission from its respective owner and copies of such permissions and licenses shall be provided to the DSU & IDBR as and when called for.

Publication:

- a) As the owner of IP all rights to publish, distribute, publicly perform, and publicly present the Reports belong jointly to DSU and IDBR. All copies of presentations based on the Final Report authorized by DSU/IDBR shall conspicuously display all copyright notices required by DSU/IDBR



- b) Any publications or presentations made by the researchers shall have the prior consent of DSU/IDBR to publish and shall contain and be accompanied by the following notices: "The authors must acknowledge DSU & IDBR in joint publications"
- c) The authorship assignments on research publications in journals shall be decided by mutual discussion between the DSU and IDBR faculty members involved in the project.

Technology:

University hereby grants to Researcher a limited right and license during the term of this Agreement to use, practice, research and report on the Technology and to perform all acts with respect to the Technology as described or contemplated in the Project Plan solely for purposes of performing the Services under this Agreement.

Patent Expenses:

- a) DSU/IDBR is jointly responsible for preparing file prosecuting, defending, and maintaining Patent Rights made in its name and will consult with and keep the Researcher fully informed of status of the Patent Rights status. All the expenditure incurred/to be incurred towards shall be borne by the DSU and IDBR respectively if both the organizations mutually agree to process the IP. Whether to submit a joint application to pursue the IP or not is at the discretion of the individual institution.
- b) The Parties shall jointly select and approve outside counsel prior to incurring any Patent Expenses.
- c) DSU/IDBR will copy the researcher/s on all patent related communications, including, but not limited to, patent applications, office actions, and responses. Both the Parties shall have the right to review and comment upon the wording of specifications, claims, and responses to actions prior to their submission to the appropriate patent office. Patent Rights will not be abandoned without the written consent of both Parties.

Confidentiality:

The parties agree to treat, as confidential and shall not disclose to any third party without prior written consent of the other party, the information or data generated in this collaboration ("Confidential Information").

Excluded from this obligation of confidentiality is information which was:

- a) Known to the recipient as evidenced by written documents prior to the date of disclosure by a party hereto;
- b) Subsequently disclosed to recipient by a third party who has a right to disclose such information;
- c) Public knowledge prior to disclosure or became public knowledge subsequent to disclosure other than through acts or omissions attributable to recipient; or
- d) Independently discovered by the recipient without any reference to the other party's Confidential Information as evidenced by its written documents.

Termination:

Either Party may terminate this Agreement for any reasons upon 60 days written notice to the other Party. However, the on-going research projects, studentships shall survive this condition and shall hold valid till such project/s or the studentship comes to a close.

Force Majeure:

If any party is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to any reason including lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or public enemy, or any other similar or dissimilar cause reasonably beyond the exclusive



control and not attributable to the neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss for not performing such obligations.

General:

- a) This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- b) This Agreement constitutes the entire and only agreement between the Parties for Invention and Patent Rights and all other prior negotiations, representations, agreements, and understandings, if any, are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both Parties.
- c) Both Parties agree to comply with all applicable National, State and/or the local laws and regulations in connection with its activities pursuant to this Agreement.
- d) Failure of a Party to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- e) Headings are included herein for convenience only and shall not be used to construe this Agreement.
- f) If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

Notice:

Any notice required by this Agreement must be given at:

To the University:

Dayananda Sagar University

6th Floor, Dental Block, Dayananda Sagar Institutions Campus,
ShavigeMalleshwara Hills, Kumaraswamy layout,
Bengaluru 560111.

Email: registrar@dsu.edu.in

To IDBR:

Institute for Drug Delivery & Biomedical Research

#443, 11 Floor,
West of Chord Road 11 Stage
Mahalaxmipuram
Bengaluru 560086.
Email: researchidb@gmail.com

or such other addresses as may be given from time to time. Nothing herein will be construed to release either party of any obligation matured prior to the effective date of termination.



IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first written above.



Signed by the Institute for Drug Delivery

Biomedical Research & through its Authorised Signatory, Dr. Shivakumar H.N

IDBR

443, Second Floor
West of Chord Road, II Stage
Mahalaxmipuram
Bangalore-560 066

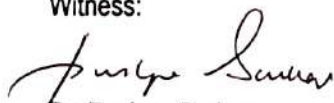


Signed by Dayananda Sagar University through its Registrar,

Dr. Puttamadappa C

In the presence of

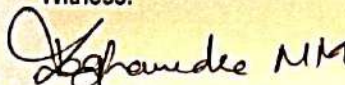
Witness:



Dr. Pushpa Sarkar
Dean, School of Health Sciences, DSU

In the presence of

Witness:



Dr. N.M. Raghavendra
Principal, College of Pharmaceutical Sciences, DSU



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MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made effective as of dt. 21/05/2024, with **Dayananda Sagar University**, Devarakaggalahalli, Harohalli, Kanakpura Road, Ramanagara District-562112 and **M/s SPM India Ltd.**, KT.NO.182, Block "A" GDR Tech Ville Ketaganahalli Village, Bidadi Hobli Ramanagara - 562109 through its Authorized Signatory, hereinafter referred to as "SPMIL" (which expression shall unless it repugnant to the context or meaning thereof shall mean and include its successor/s and permitted assigns) of the **OTHER PART NOW**, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Definition of Confidential Information:** For the purposes of this Agreement, "Confidential Information" shall mean any information disclosed by any one of the Parties to any other of the Parties, in the following forms:
 - a) If in written, graphic, machine-readable or any other tangible medium, including without limitation data, designs, memoranda, models, prototypes, hardware, tools or tooling technology, to the extent marked with a "confidential," "proprietary" or similar legend; or
 - b) If originally disclosed orally or by way of observation, to the extent identified as Confidential Information at the time of such original disclosure and to the extent summarized in reasonable detail and confirmed as being Confidential Information in a written notice delivered to the receiving Party within 30 days after original disclosure, which notice includes a reference to the date of the original disclosure and a reference to this Agreement.
2. **Exceptions:** Confidential Information shall not include information, which, through no act of the receiving Party, is or becomes available in the public domain.
3. **Obligations:** Each Party shall:
 - a) Treat Confidential Information of the other Party with the same degree of confidentiality with which it treats its own Confidential Information (except that it shall not release such Confidential Information pursuant to this or any other Agreement), and in no case less than a reasonable degree of confidentiality;
 - b) Use Confidential Information only for the purposes of determining whether the Parties shall pursue further negotiations with each other, and as otherwise may be agreed upon in the performance of obligations under subsequent agreements between the Parties, if any;





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- c) Not copy Confidential Information, in whole or in part, except as required in furtherance of the uses thereof permitted by this Agreement, and except with accurate reproduction of all proprietary legends and notices located in the originals;
 - d) Limit dissemination of Confidential Information received from other Party to only those who have a need to know the Confidential Information in furtherance of the Confidential Information received in written or other tangible media, including all copies and records thereof, upon any request by the disclosing Party, except for a single set of copies which receiving Party may retain solely as an archival record of materials submitted.
4. Legally Required Disclosure: If a Party or any of its representatives becomes legally compelled to disclose any Confidential Information of any other Party, the receiving Party shall provide the disclosing Party with prompt notice of such requirement and shall cooperate with the disclosing Party in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. If such an order or arrangement is not obtained, the receiving Party agrees that it and its representatives shall disclose only that portion of the Confidential Information as is legally required. Any legally compelled disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.
 5. Errors and Omissions: Nothing in this Agreement shall be construed to impose on a disclosing Party any liability or responsibility for errors or omissions in, or any business decisions made by the receiving Party in reliance on, any Confidential Information disclosed under this Agreement.
 6. Term: This Agreement shall commence on the date first above written and shall continue in effect for the period of project/ study/ advisory execution and a period of one year after the closure of the Project/ study/ advisory
 7. Survival: The restrictions and obligations of Paragraph 3 of this Agreement shall survive the expiration of this Agreement, and shall continue to bind the Parties, their successors, heirs and assignees, for a period of one year after the date of expiration.
 8. Ownership of Confidential Information: Each of the Parties acknowledges that Confidential Information of any of the other Party's is and shall remain the exclusive property and a valuable trade secret of the other Party, and is disclosed by the other Party subject to the other Party's ownership rights.
 9. No Agency: Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into a partnership, agency, employment or joint venture relationship between the Parties, to make or



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purchase any products or services by any Party or to make any commitment by any Party with respect to the present or future marketing of any product or service.

10. **No Assignment:** No Party may assign any of its rights or delegate any of its obligations under this agreement, except upon the prior written consent of all the other Parties.
11. **Equitable Relief:** Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Agreement by the receiving Party, and that a disclosing Party, in addition to any other remedies available at law or in equity, shall be entitled relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the receiving Party.
12. **Invalid Provisions:** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement.
13. **Notices:** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via Mail, overnight carrier or fax. Such notices or other communications shall be deemed given when actually delivered or, if earlier, three business days after mailing.

Address for communication for the Company: Registrar Dayananda Sagar University, Devarakaggalahalli, Harohalli, Kanakpura Road, Ramanagara -562112.	Address for communication for the SPM INDIA LTD KT.NO.182, Block "A" GDR Tech Ville Ketaganahalli Village, Bidadi Hobli Ramanagara - 562109.
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14. **Integration:** This Agreement supersedes all previous oral and written agreements, if any, between the Parties regarding the confidentiality of information disclosed to each other.
15. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the Republic of India, under the jurisdiction of Chennai High Court
16. **Non-Compete arrangement:** For the duration of this project and any subsequent agreement executed for the same or similar purpose and for [one year] after the termination of such agreements, **Dayananda Sagar University** shall not work or execute as vendor, partner, consultant, agent, or in any other capacity in any competition with





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SPMIL. This means that Dayananda Sagar University must not do any of the above for a company that directly competes with the business activities of the SPMIL in India or abroad.

17. Arbitration Clause: All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning or operation or effect of this contract/agreement or breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration and Conciliation of the Madras Chamber of Commerce & Industry and the Award made in pursuance thereof shall be binding on the parties

18. Counterparts: This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date above written.

M/s. SPM INDIA LTD


(Signature)

Title:

Dated:

Registrar
Dayananda Sagar University


(Signature) 20/05/2024
Registrar

DAYANANDA SAGAR UNIVERSITY
Devarakaggalahalli, Harohalli,
Kanakapura Road, Ramanagara Dist.
Karnataka- 562 112

Dated: 21/05/2024



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered on this day **12th July Friday, 2024** at Harohalli, Ramnagara District,

between,

M/s. Dayananda Sagar University, Devarakaggalahalli, Harohalli, Kanakapura Road, Ramanagara Dt., Karnataka – 562 112, represented by its Registrar, DSU, (hereinafter referred to as Dayananda Sagar University), (which expression unless repugnant to the context and meaning shall mean and include its assigns, legal representative, nominee, successor in office, administrator, executor, etc.) of the ONE PART,

and

M/s SPM India Ltd. (SPMIL), KT.NO.182, Block "A" GDR Tech Ville Ketaganahalli Village, Bidadi Hobli Ramanagara – 562109.

Both DSU and SPMIL shall in this MoU be individually referred to as "Party" and collectively referred as "Parties".

SPMIL is one of the largest Industrial Automation & Robotics Solution providing Companies. The solid engineering strength enables SPMIL to be a complete "Solution Provider", from conceptualizing, designing, manufacturing, implementing and supporting advanced factory automation and Industry 4.0 suitable systems. The solutions are aimed at enhancing customer productivity and in turn enabling them to achieve their manufacturing & Assembly goals.

WHEREAS **Dayananda Sagar University** is a State Private University created by an Act of the Karnataka State in 2014, accredited NAAC A+ built on the adorable legacy and inspired by its own milestones, meeting the needs of quality higher education in this part of the world.

As an industry-institute initiative, Department of **Artificial Intelligence and Robotics** from **Dayananda Sagar University** visited SPM India Ltd to explore possible tie-ups in funded research projects, Students Internships, Placements, Undergraduate and Postgraduate students Projects.





The Parties are desirous to enter into this MOU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

1. AREAS OF COLLABORATION

1.1 The Parties have entered into this MOU to co-operate and collaborate between themselves to promote more effective use of each of their resources and provide each of them with enhanced opportunities. Each Party shall comply with applicable laws and internal guidelines/instructions, while performing under this MOU. The Parties agree to collaborate efforts in the areas of engineering and technology like research, funded projects, startup activities, internship, guest lecture, industrial visits, consultancy, incubation center, exchange programs and entrepreneurship development cell activities.

1.2 This MOU sets out the standard terms of co-operation and collaboration between the Parties. If necessary, the Parties may enter into definitive agreements, deeds or documents as may be required from time to time to give effect to the intention of the Parties contemplated herein. Notwithstanding anything contained herein, the Parties shall mutually set out the syllabus, scope and area of work, duration, financial aspects etc., before commencing any collaboration activities.

1.3 The relationship between the Parties is that of principal- principal relationship. This MOU does not create any principal-agent, master-servant, partnership or joint venture relationship between the University and the Company. Each Party being a separate legal entity shall obtain all approvals, consents, permissions and licenses required under applicable laws, if any, before undertaking any co-operation or collaboration activities contemplated under this MOU.

1.4 The Parties may set out guidelines or instructions to the students and faculty members, who are beneficiaries under this MOU. The Parties agree that the concerned faculty members and student/s will be personally liable for their acts or omission committed by them within the premises of the Company or in relation to the men and materials of the Company





2. DURATION AND TERMINATION

2.1 This MOU is for a period of **05** years with effect from **12th July, 2024** It can be extended further by mutual consultation and agreement.

2.2 It is agreed between the Parties that though this MOU is arrived at to facilitate co-operation for enhancing the quality of education in the area of Industrial applications, if, during the term of this MOU, for any reason the objective is not achieved or achievable, this MOU shall be terminated by either of the Parties, by giving a 30-day written notice to the other Party and no Party under this MOU shall have any kind of claim against the other Party.

2.3 Notwithstanding anything contained herein, either Party may terminate this MOU with immediate effect, in case of material breach of the terms of this MOU by the other Party.

2.4 This MOU is on a non-exclusive basis and that both Parties are at liberty to enter into similar arrangements with any third party for similar purposes without notifying the same to the other Party.

3. FINANCIAL ARRANGEMENTS

3.1 This MOU shall not give rise to any financial obligation by one Party to another Party.

3.2 Each Party shall bear its own cost and expenses in the implementation of this MOU. The company will bear any expenses incurred while working with the consultancy projects.

3.3 Any payment offered to the student/s and faculty members by the Company, whether stipend or otherwise, shall be directly paid by the Company to the student/s and faculty members, and the University will not be responsible for the payment/non-payment/delayed payment of any amount.

4. CONFIDENTIALITY

Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MOU or other agreements made pursuant to this MOU.





For purposes of this MOU, “confidential information” means any information whether prior to or hereinafter disclosed by a Party(the Disclosing Party) to the other Party(the Receiving Party) of this MOU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence. DSU has executed a separated NDA cum Non-compete agreement & it forms part of this MOU.

5. REVISION, VARIATION AND AMENDMENT

Either Party may request in writing a revision, variation or amendment of this MOU. Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MOU and shall come into force on such date as may be determined by the Parties.

6. INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this MOU shall grant, imply or create in either Party any right, title or interest in or to the intellectual property, including but not limited to knowhow, inventions, patents, copyrights and designs, of the other Party. However, intellectual property developed by the joint efforts would be the joint property of the Parties (If developed in different proportions, the same proportion for the JV is applicable) and any financial benefits or otherwise arising out of it shall be shared proportionately by the parties in consonance with the efforts / inputs given by them.

7. GOVERNING LAW AND DISPUTE RESOLUTION

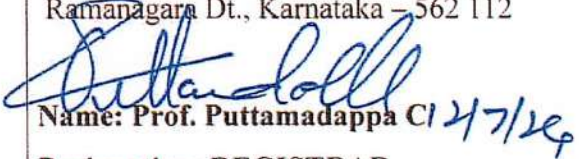

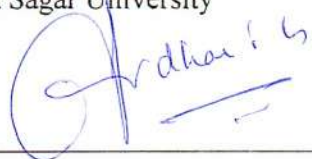

The terms of internship with the Company is governed by Indian laws and shall be subject to the exclusive jurisdiction of courts at Bengaluru. Any dispute or difference shall be first discussed between the Parties and resolved. If the dispute or difference is not resolved, the Parties shall refer the same to a sole arbitrator appointed by the Parties. The arbitration





proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and the seat of arbitration shall be Bengaluru.

IN WITNESS WHERE OF, the undersigned, being duly authorized there to, have signed this MOU in two original copies in English at the place and on the date(s) indicated below:

<p>For and on behalf of: Dayananda Sagar University Devarakaggalahalli, Harohalli, Kanakapura Road, Ramanagara Dt., Karnataka – 562 112</p> <p> Name: Prof. Puttamadappa C 24/7/24 Designation: REGISTRAR</p> <p>Dr. Puttamadappa C. Registrar Dayananda Sagar University HAROHALLI</p>	<p>For and on behalf of: M/s SPM India Ltd. (SPMIL), KT.NO.182, Block "A" GDR Tech Ville Ketaganahalli Village, Bidadi Hobli Ramanagara – 562109</p> <p> Name: Dr.Krishna GDR Designation: Managing Director</p>
<p>Key Contact Person Dr. Gangadhar T G Associate Professor Department of Artificial Intelligence and Robotics Dayananda Sagar University Signature: </p>	<p>Key Contact Person Ms. Bharathi.S Head Projects Signature:</p>
<p>Witness Dr. Pramod Kumar Naik Chair Person Department of Artificial Intelligence and Robotics Dayananda Sagar University Signature: </p>	<p>Witness Mr.Madhusudhan G A Head -Designs Signature:</p>



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UNIVERSITY



SCHOOL OF
ENGINEERING

Devarakagalahalli, Harohalli, Kanakapura Road, Ramanagera District, Karnataka - 562 112

Consultancy Project from SPM India Pvt Ltd

As part of an Industry-Institute Initiative, Dayananda Sagar University (DSU) has signed an MOU with SPM India Ltd. (SPMIL). Following the signing of the MOU, SPMIL has offered four funded consultancy projects. Additionally, the following faculty members have volunteered to take on these consultancy projects:

Project Name: Optimal Synthesis of Four Bar Mechanism	Signature	
Project Incharge (DSU): Dr. Arunkumar Gopu Associate Professor Department of Computer Science and Engineering Mob no:9952254714 Email: arunkumarg-cse@dsu.edu.in		
Dr. George Fernandez I Associate Professor Department of Computer Science and Engineering Mob no:8072308279 Email: george.fernandez-cse@dsu.edu.in		
Dr. Gangadhar T G Associate Professor Department of Artificial Intelligence and Robotics Mob no:9535550222 Email: gangadhar-air@dsu.edu.in		
Dr. Pramod Kumar Naik Chairperson Department of Artificial Intelligence and Robotics Mob no: +918105895179 Email: pramodnaik-cse@dsu.edu.in		
		SPMIL Incharge: Mr. Chandraiah & Mr. Chandra Naik






Dr. Udaya Kumar Reddy
Dean-SOE




Devarakaggalahalli, Harohalli, Kanakapura Road, Ramanagara District, Karnataka - 562 112

Consultancy Project from SPM India Pvt Ltd

As part of an Industry-Institute Initiative, Dayananda Sagar University (DSU) has signed an MOU with SPM India Ltd. (SPMIL). Following the signing of the MOU, SPMIL has offered four funded consultancy projects. Additionally, the following faculty members have volunteered to take on these consultancy projects:

Project Name: Servo Motor Design, Manufacturer and Controller	Signature	
Project Incharge (DSU): Mr. Puneeth Assistant Professor Department of Electronics and Communication Engineering Mob no:9480708543 Email:puneeth-ece@dsu.edu.in		SPMIL Incharge: Mrs. Bharthi & Mr. Bharath
Dr. Rupam Bhaduri Professor Department of Artificial Intelligence and Robotics Mob no:8095065200 Email: dr.rupambh-ece@dsu.edu.in		
Dr. Gangadhar T G Associate professor Department of Artificial Intelligence and Robotics Mob no:9535550222 Email : gangadhar-air@dsu.edu.in		
Ms. Sudha Deepthi Manager, Bosch Rexroth Innovation Lab, DSU Mob no:9502033737 Email : sudha-bosch@dsu.edu.in		


Dr. Udaya Kumar Reddy
Dean-SOE



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Consultancy Project from Central Manufacturing Technological Institute (CMTI)

As part of an Industry-Institute Initiative, Dayananda Sagar University (DSU) is working out a possible tie ups with Central Manufacturing Technology Institute (CMTI), Government of India. As an initiative, CMTI has assigned the following consultancy sample projects. Additionally, the following faculty members have volunteered to take on these consultancy projects:

Project Name: Acceleration of point cloud generation algorithms using GPU Programming.	Signature	
Project Incharge (DSU): Dr. Pramod Kumar Naik Chairperson Department of Artificial Intelligence and Robotics Mob no: +918105895179 Email: pramodnaik-cse@dsu.edu.in		CMTI Incharge: Deepa. R, Scientist-D & Group Head - Vision Technology, Centre for Sensors and Vision Technology, Central Manufacturing Technology Institute.
Dr. Gangadhar T G Associate Professor Department of Artificial Intelligence and Robotics Mob no:9535550222 Email: gangadhar-air@dsu.edu.in		

2/8/24
Dr. Udaya Kumar Reddy
Dean-SOE



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ENGINEERING

Devarakaggalahalli, Harohalli, Kanakapura Road, Ramanagara District, Karnataka - 562 112

Consultancy Project from Central Manufacturing Technological Institute (CMTI)

As part of an Industry-Institute Initiative, Dayananda Sagar University (DSU) is working out a possible tie ups with Central Manufacturing Technology Institute (CMTI), Government of India. As an initiative, CMTI has assigned the following consultancy sample projects. Additionally, the following faculty members have volunteered to take on these consultancy projects:

Project Name: SLAM Algorithm Development for Autonomous Vehicle (AUTONOMOUS MOBILE ROBOTS)	Signature	CMTI Incharge: Dr. Narendra Reddy, Scientist-D & Group Head - Smart Manufacturing Cell, Central Manufacturing Technology Institute.
Project Incharge (DSU): Dr. Rupam Bhaduri Professor Department of Artificial Intelligence and Robotics Mob no:8095065200 Email: dr.rupambh-ece@dsu.edu.in		
Dr. Gangadhar T G Associate Professor Department of Artificial Intelligence and Robotics Mob no:9535550222 Email: gangadhar-air@dsu.edu.in		


Dr. Udaya Kumar Reddy
Dean-SOE



Devarakagalahalli, Harohalli, Kanakapura Road, Ramanagara District, Karnataka - 562 112

Consultancy Project from SPM India Pvt Ltd

As part of an Industry-Institute Initiative, Dayananda Sagar University (DSU) has signed an MOU with SPM India Ltd. (SPMIL). Following the signing of the MOU, SPMIL has offered four funded consultancy projects. Additionally, the following faculty members have volunteered to take on these consultancy projects:

Project Name: AI Enabled Leak Test Panel	Signature	
Project Incharge (DSU): Dr. Natarajan Venkateswaran Professor Department of Computer Science and Engineering Mob no:9867614152 Email: natarajan.venkateswaran-cse@dsu.edu.in		SPMIL Incharge: Mrs. Bharathi & Mrs. Usha
Dr. Gousia Thahniyath Assistant professor Department of Computer Science and Engineering Mob no:9880545493 Email: gousia-cse@dsu.edu.in		
Dr. Gangadhar T G Associate professor Department of Artificial Intelligence and Robotics Mob no:9535550222 Email : gangadhar-air@dsu.edu.in		

Dr. Udaya Kumar Reddy
Dean-SOE



Devarakaggalahalli, Harohalli, Kanakapura Road, Ramanagara District, Karnataka - 562 112

Consultancy Project from SPM India Pvt Ltd

As part of an Industry-Institute Initiative, Dayananda Sagar University (DSU) has signed an MOU with SPM India Ltd. (SPMIL). Following the signing of the MOU, SPMIL has offered four funded consultancy projects. Additionally, the following faculty members have volunteered to take on these consultancy projects:

Project Name: Active Suspension AI & ML	Signature	
Project Incharge (DSU): Dr. Rajesh T.M. Associate Professor Department of Computer Science and Engineering Mob no:9591664668 Email: rajesh-cse@dsu.edu.in		SPMIL Incharge: Mrs. Bharathi & Mr. Madhusudhan
Dr. Renukadevi M.N Assistant professor Department of Computer Science and Engineering Mob no:9916554904 Email: renukadevi.m-cse@dsu.edu.in		
Dr. Gangadhar T G Associate professor Department of Artificial Intelligence and Robotics Mob no:9535550222 Email : gangadhar-air@dsu.edu.in		
Mr. Benaka Santhosh S Assistant professor Department of Computer Science and Engineering Mob no:9740568350 Email : benaka.santhosh-cse@dsu.edu.in		

Dr. Udaya Kumar Reddy
Dean-SOE

MOM - SPMIL visit to BEML on 22/10/2024

Members Present :

From BEML

1. Mr. Niranjan Murthy KR, A.G.M- Corporate Quality
2. Mr. Ashore Kumar - Sr. Manager R & D

From : SPMIL

1. Mr. Jawahar - Executive Director
2. Dr. Gangadhar TG - Associate Professor - AI & Robotics, DSC
3. Dr. Rajesh TM - Associate Professor- CS, DSC
4. DSC
5. Dr. Renuka Devi - Associate Professor- CS, DSC
6. Mr. Sujeth : Manager Controls
7. Mr. Ayanur : Programmer
8. Mr. Pramod - Design engineer
9. Ms. Bhoomika - R & D Engineer

Gandhar TG
Rajesh TM
Renuka Devi

Following points are discussed during visit

SL NO	Activity	Remarks
1	Study of rigidity of the controller that is already fitted in the vehicle w.r.t dust, temperature, humidity & vibration & compare whether our can bus architure will suit, if not re configure the to suit their controller	Automotive specification for the controller to be shared by BEML
2	Mounting of our Can bus IntelliPod position, mounting details do they allow us to mount extra to be checked	Mounting of CAN bus IntelliPod positions are measured with rough sketch our IntelliPOD dimension Width - 251.5mm x Legth- 170.6mm Thickness : 65.7mm
3	Inter connectivity to be of specific CAN bus only & eliminate all unwanted connections. Advantec compatability for CAN bus to be validated by our team	SPMIL scope
4	Intercommunication protocol from BEML controller to our controller to be collected	Intercommunication protocol from BEML controller to our controller is CAN
5	What all the screen required in CAN bus IntelliPOD	Screen required to be designed from SPMIL
6	Payload monitoring features to be studied	Payload monitoring is already available in existing controller, SPMIL needs to take that data through CAN communication
7	Gas pressure sensor, if available in BEML to be checked	Gas pressure sensors are available and the data to be collected and utilized from existing controller.
8	Where we are mounting the accelerometer	competitor have a CG(central gravity) point, SPMIL need to work on with that and finalize accelerometer
9	Hour meter to be given in our HMI	Hour meter can be provided on SPMIL display
10	Further 3D Model of the vehicle cannot be shared by BEML alternatively SPM India Team to send the is requested to share their Structure 3D models so that our design team can integrate the same in the vehicle model and provide the feedback	3D model already shared to BEML
11	Nitrogen charging kit details will be shared during the visit.	Shared
12	Road reaction data from the Shock Absorber is not available with us, request your team to	Road reaction data is currently not available
13	Position of controller was discussed, in relation to other existing controllers	
14	Seat accelerometer is the final metric to be optimized to ensure driver comfort, as confirmed by BEML	

Following data to be shared by BEML & SPMIL

1	Automotive spec of controller/electronics to be confirmed by BEML	
2	CAN communication is only available protocol to input into our controller	
3	BEML to confirm availability of below signals via CAN into our controller; along with Tags and CAN addresses	
		4 suspension pressure sensors in current value
		Payload
		Speed
4	Rear accumulator, manifold and valve position was studied. To be shared by SPMIL to BEML by end of week	
5	Front accumulator, manifold and valve position was studied. To be shared by SPMIL to BEML by end of week	
6	BEML to share the material data of braided cables	
7	BEML to share the specification of existing pressure sensor	
8	SPMIL to confirm position of LIDAR/Camera	
9	Mr.Promod - design engineer to visit once again BEML Mysore & design / draft all the 4 suspensions with all mountings such as manifold, hoses, accumulator, wiring harness, position of lidar sensor & take an approval through formal process.	

Academic Initiative Agreement

The purpose of this Academic Initiative agreement is to make available Odoo Educational resources, information and data for educational and non-commercial research only to qualifying students and faculty with the School of Commerce & Management Studies, Dayananda Sagar University, Bengaluru (The Institution).

This agreement or any other agreements under which eligible resources are made available are the complete agreement between Odoo IN Pvt Ltd and Dayananda Sagar University, Bengaluru regarding the use of those Eligible Resources. It is agreed that there will be no financial obligations from either party.

This Agreement may also involve initiatives by mutual consent, which may be added later by written addendum to this Agreement.

Definitions

Institution: Dayananda Sagar University, Bengaluru

Registered Educator: a member of an Institution's teaching or research staff who has registered, with the authorization of their Institution, to participate in this offering.

Registered Student: a student of the Institution, who has the authorization of their Institution to participate in this offering.

Scope of Resources:

Odoo IN Pvt Ltd agrees to provide access to Odoo ERP software via educational database at no cost. Additionally, Odoo IN Pvt Ltd will grant access to Odoo Learn for self-paced learning by faculties.

Educational Support:

Odoo IN Pvt Ltd commits to offering expert support and guidance to faculties. This support aims to assist faculties in aligning Odoo in a practical manner with the theoretical subjects they are already teaching.

Derivative Works

Registered Educators and Registered Students may modify, translate, or take excerpts from select Educational Materials or software that Odoo IN Pvt Ltd provides to draw conclusions as an academic exercise.

Responsibilities

You represent that you are either a Registered Educator or a Registered Student.

You agree to:

1. Read, understand, and agree to be bound by the terms of this Agreement.
2. Ensure, as a Registered Educator, that any Registered Student to whom you provide access to any Eligible Resources has read, understands, and agrees to be bound by the terms of this Agreement.
3. Allow Odoo IN Pvt Ltd to monitor your utilization of resources available through this offering and use your findings. At no time will your individual participation be publicly shared without your consent.

Business Contact Information

For Dayananda Sagar University, School of Commerce & Management Studies

Name : Prof. Mohan Srinivasan
Email : mohan.sri@dsu.edu.in
Phone : 8861588610

For Odoo IN Pvt Ltd

Name : Mr. Mantavya Gajjar
Email : mga@odoo.com
Phone : +919426340093

Limitation of Liability

Items for Which Dayananda Sagar University is Not Liable

Under no circumstances, **Dayananda Sagar University** its students and faculty liable for any of the following even if informed of their possibility:

1. loss of, or damage to, data;
2. special, incidental, or indirect damages or for any economic consequential damages; or
3. lost profits, business, revenue, goodwill, or anticipated savings

Term and Termination: Unless otherwise stated in the offer description, the offering has no term end date for as long as you qualify for participation as outlined in this Agreement.

If Odoo IN Pvt Ltd determines that you or your Institution no longer qualify for this offering, Odoo IN Pvt Ltd will notify you or your Institution, as applicable, in writing via email. You agree that Odoo IN Pvt Ltd may immediately terminate your access to and use of the Resources including Derivative Works you created.

General

1. You may not assign this Agreement, in whole or in part, without the prior written consent of Odoo IN Pvt Ltd. Any attempt to do so is void.
2. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.
3. All information exchanged is confidential and data privacy will be maintained.
4. Each of us is free to enter into similar agreements with others.
5. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
6. You agree that this Agreement will not create any right or cause of action for any third party.
7. Neither you nor Odoo IN Pvt Ltd will bring a legal action under this Agreement

8. Neither you nor Odoo IN Pvt Ltd is responsible for failure to fulfil any obligations due to causes beyond its control.

This agreement is signed on 12/22/2023 by

Signature:

Signed with Odoo Sign
Mantavya Gajjar
6d7d71dd4

Name: Mantavya Gajjar

For **Odoo IN Pvt Ltd.**

Signature:

Signed with E-Mee Sign
Capt Nagaraj Subbarao
17119116...

Name: Capt Nagaraj Subbarao

For **Dayananda Sagar University, School of Commerce & Management Studies, Bengaluru**



Odoo IN Pvt Ltd
 401 & 402, 4th Floor
 IT Tower 3, InfoCity
 Gandhinagar 382007
 Gujarat GJ
 India

A Division of Odoo in India

Certificate of Completion

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 dd9dca6ac

Participants



Signatory	Email	Email Verification
Mantavya Gajjar	mga@odoo.com	<input checked="" type="checkbox"/>
Capt Nagaraj Subbarao	dean-cee@dsu.edu.in	<input checked="" type="checkbox"/>

Signatory's hash: bd7d71ed49f9090a0cf2d112b6a89b1c1cfac21179d242853d6075f657304b92

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Action	By	Date (UTC)
Creation	Malhar Pandya (malp) malp@odoo.com	12/21/2023 16:53:39
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Signature 	Mantavya Gajjar mga@odoo.com	12/22/2023 17:13:48

Signature: 33eda1f83f5faf1054851ad242470d2d7c45e536d1eb49c4f22b844dd9dca6ac

Signature: 1266e97c4f6453b3c4c8a5e4108140atc15d1259f541b2d4a1592406318cf881

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Malhar Pandya (malp) malp@odoo.com	12/22/2023 17:10:09	Before Signature
Mantavya Gajjar mga@odoo.com	12/22/2023 17:12:04	Before Signature



SCHOOL OF
COMMERCE & MANAGEMENT STUDIES



Memorandum of Understanding

The purpose of this Academic Initiative agreement ("Agreement") is to make available certain software, cloud services, resources, information and data for educational and non-commercial research only to qualifying students and faculty with the School of Commerce & Management Studies, Dayananda Sagar University, Bengaluru. (The Institution)

This agreement or any other agreements under which eligible resources are made available are the complete agreement between ACTYV.AI PLATFORMS INDIA PRIVATE Limited (formerly known as Autolytics Technology Private Limited) ("actyv.ai") and Dayananda Sagar University, Bengaluru regarding the use of those resources.

This Agreement may also involve initiatives by mutual consent, which may be added later by written addendum to this Agreement.

Definitions

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Registered Student: a student of the Institution, who has the authorization of their Institution to participate in this offering.

Educational Materials: The term "Educational Materials" means educational material that actyv.ai or a third party on behalf of actyv.ai may make available. Educational Materials may be tutorials, instructor guides, student guides, lab guides, lab exercises, slide decks, sample tests, syllabi, workbooks, charts, white papers, data sets and manuals among others. Educational Materials may be delivered in the form of software or written material, computer-based training (CBT) or Web-based training (WBT) courses, Webcasts, or Adobe Acrobat ("PDF") or csv files or revisable formats.





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Cloud Services: Some resources may be made available to the students and faculty remotely through the Internet providing access to (i) functionality of programs, services and (ii) infrastructure and includes related offering materials as part of the remote offering.

Derivative Works

Registered Educators and Registered Students may modify, translate, or take excerpts from select Educational Materials that actyv.ai provides ("Derivative Works") strictly for non-commercial use to draw conclusions as an academic exercise.

Charges

actyv.ai provides Educational Materials under this Agreement at no charges.

Responsibilities

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The Institution shall ensure that the Registered Educator/Registered Student agree to:

1. Read, understand, and agree to be bound by the terms of this Agreement.
2. Ensure, as a Registered Educator, that any Registered Student to whom you provide access to any Educational Materials and Cloud Services has read, understands, and agrees to be bound by the terms of this Agreement.
3. Allow actyv.ai to monitor your utilization of resources available through this offering and use your findings. At no time will a Registered Educator/Registered Student's individual participation be publicly shared without their respective consent.





SCHOOL OF
COMMERCE & MANAGEMENT STUDIES



Business Contact Information

For Dayananda Sagar University, School of Commerce & Management Studies

Name : Dr Nisha Goyal
Email : nisha.goyal@dsu.edu.in
Phone : 9414825837

For actyv.ai

Name : Ramkumar. T
Email : ramkumar.t@actyv.com
Phone : 9880766001

Limitation of Liability

Items for Which Dayananda Sagar University is Not Liable

Under no circumstances, **Dayananda Sagar University** its Management, students and faculty liable for any of the following even if informed of their possibility:

1. loss of, or damage to, data;
2. special, incidental, or indirect damages or for any economic consequential damages; or
3. lost profits, business, revenue, goodwill, or anticipated savings.

actyv.ai shall not be liable for any direct or indirect damages under this Agreement.

Term and Termination: This Agreement shall be valid until terminated by either Party by providing a 7 days' written notice to the other Party.

If actyv.ai determines that the Institution no longer qualify for this offering, actyv.ai will so notify the Institution, as applicable, in writing via email. The Institution agrees that actyv.ai may immediately terminate access to and use of the Educational Materials, Cloud Services including Derivative Works created.






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General


1. The Institution may not assign this Agreement, in whole or in part, without the prior written consent of actyv.ai. Any attempt to do so is void.
2. Neither Party grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.
3. All information exchanged is confidential and data privacy will be maintained.
4. Each Party is free to enter into similar agreements with others.
5. Each Party may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
6. Each Party agree that this Agreement will not create any right or cause of action for any third party.
7. Neither Party will bring a legal action under this Agreement
8. Neither Party is responsible for failure to fulfil any obligations due to causes beyond its control.

This agreement is signed on NOVEMBER 10, 2023 by

Signature: 

Name: Ramkumar. T

For actyv.ai, Bengaluru

Signature: 

Name: Registrar
Dr. Puttanadappa C.
Registrar
Dayananda Sagar University
Bangalore



For Dayananda Sagar University, School of Commerce & Management Studies, Bengaluru

AIMA BIZLAB ACCREDITED INSTITUTE PARTNER
(Annex - 2024-26)

Date: 29 March 2024

1. CONSIDERATION TO AIMA

- a. AIMA shall organise 2 TTT programs (8-10 faculties in each TTT) during the agreement period (2 years) of AIMA BIZLAB ACCREDITED INSTITUTE to enable them to operate and guide the students effectively in usage of AIMA BizLAB software.
- b. AIMA BIZLAB ACCREDITED INSTITUTE is hereby granted 480 (Four Hundred Eighty) licenses of AIMA BizLAB software. The said licenses can be used only by faculty and students of AIMA BIZLAB ACCREDITED INSTITUTE.

2. CONSIDERATION TO AIMA BIZLAB ACCREDITED INSTITUTE

- a. AIMA BIZLAB ACCREDITED INSTITUTE shall pay the license fees of INR 8,52,550 as per the schedule mentioned below:
 - 50% amount before 15 April 2024.
 - Balance 50% before 31 Dec 2024.
- b. upon signing the agreement thereafter AIMA shall delivery AIMA BizLAB software license to AIMA BIZLAB ACCREDITED INSTITUTE.
- c. License fees do not include any shipping, duties, bank fees, sales, use, excise, or similar taxes due. If AIMA is required to pay any such amounts, AIMA BIZLAB ACCREDITED INSTITUTE shall reimburse AIMA in two instalments.

3. TERM

- a. The agreement granted hereunder shall continue till 31st March 2026 from the date of signing of this agreement subject to AIMA BIZLAB ACCREDITED INSTITUTE's proper performance of its obligations hereunder.

For All India Management Association

Signature :

Neeraj Kapoor

By (Name) :

Mr. Neeraj Kapoor, Director, Centre for Management Development, AIMA



For Dayananda Sagar University, School of Commerce & Management Studies, Bangalore

Signature :

Dr. Puttanadappa

By (Name) :

Dr. Puttanadappa

Designation :

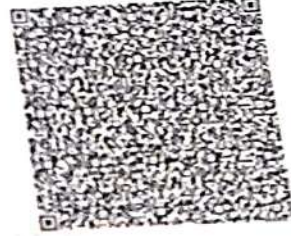
Registrar - DSU



AIMA

ALL INDIA MANAGEMENT ASSOCIATION

ALL INDIA MANAGEMENT ASSOCIATION
MANAGEMENT HOUSE, 14 INSTITUTIONAL AREA
LODHI ROAD, NEW DELHI - 110003, INDIA
Tel :91-11-24645100,43128100 Fax : 91-11-24626689



Tax Invoice

Deenand Sagar University School of Commerce & Management Studies 14 Institutional Area, Hosur Main Road, Bangalore, Karnataka 560068 Email: dean-cee@dsu.edu	Your Ref No./Date : GCMD2324/395 Bill No. : 9-Jan-24 Bill Date
	Ack No. : 172414183112566 Ack Date : 9-Jan-24 IRN No. : 5959a053e7d27f88c650d7-6403ae6ebcd17052c9c96-bbef0e0f5e47e388351c7
GSTIN No. : 29AAAJD1151D1ZS State Code : 29 Place of Supply : Karnataka Category : Regular	GSTIN No. : 07AAATA1644A1ZH PAN Number : AAATA1644A State and State Code : Delhi 07 Reverse Charge (Y/N) : No

Particulars	Amount
AC Code : 998399 AIMA BizLAB(480 User) Payment module Issue of first 240 licenses - 4,26,275(GST Included) Issue of next 240 licenses - 4,26,275(GST Included)	7,22,500.00
C.G.S.T	NIL
S.G.S.T	NIL
I.G.S.T @ 18%	1,30,050.00
	8,52,550.00

INR Eight Lakh Fifty Two Thousand Five Hundred Fifty only

Bank Details A/c Name : ALL INDIA MANAGEMENT ASSOCIATION Bank Name : ICICI Bank Limited Branch Name : NBCC Place, New Delhi A/c No. : 000701220419 IFSC Code : ICIC0000548	
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For ALL INDIA MANAGEMENT ASSOCIATION
SANJAY GUPTA
Authorized Signatory

E. & O.E.

AIMA BIZLAB ACCREDITED INSTITUTE PARTNER
(Agreement)

THIS AGREEMENT is entered into and executed at New Delhi on this 20th day of May 2022 ("Effective Date") by and between **All India Management Association** (hereinafter referred to as **AIMA**) having its office at Management House, 14, Lodhi Institutional Area, Delhi - 110003, India and **Dayananda Sagar University, School of Commerce & Management Studies, Innovation Campus, Bangalore** (hereinafter referred to as "**AIMA BIZLAB ACCREDITED INSTITUTE**"), having its office at Kudlu Gate, Hosur Main Road, Bangalore 560 068, Karnataka, India.

WHEREAS AIMA is the owner of AIMA BizLab Software (hereinafter referred to as 'the Software') which provides first of its kind virtual lab for management students using which, students may experiment with various management strategies and tactics on the given scenario. AIMA's BizLab Software is focuses on planning, prediction and analysis in the area of operations, material sourcing/procurement, inventory control, R&D, marketing, HR and finance. The simulation that generates the results collates participants' decisions. It allows the use of many contemporary situations and variables that ensure better and faster learning.

Focus of the Software

- To understand the basic concept of competitive business and contrivance a comprehensive strategy for overall growth.
- To convert strategy in planning and execution involving peers and leads in the group.
- Improve and develop competency in Amalgamation of Planning and decisions and comprehend skills required for effective and well-organized business.
- To pass through confronting situation emerging in business issues, challenges of external and internal forces, sudden economic up-downs, unforeseen crisis and opportunity to grow business.
- To analyze and handle such situations by seeing the effect of decisions made by the team.

Learning Pedagogy and Scenarios Learning through Software

- Workshop Model (Enterprise Pedagogy) – Certified faculty can run the simulation program along with curriculum 2 times a year. Ideal duration of the workshop is 24 hours and can be customized from 4 hours to 6 months
- Self-Play Mode / Single Player Mode (Entrepreneurship Pedagogy) - Each student can play individual simulation against AI 3 times a year. Duration of the session is flexible from 4 hours to 15 days
- For self-play mode, there are different scenarios in all three games. Therefore, when student is playing the game, every time he / she would be facing different market challenges
- Assessment Mode - Certified faculty can run the simulation program as assessment or exam 2 times a year. Duration for the assessment is 3 hours as like examination

Features for Faculties

- Faculties profiling on AIMA BizLab Portal



- Certified faculty can use Simulation (On Licensed Basis) in MDPs conducted by Institute
- Certified faculty can use Simulation in FDPs conducted by Institute
- AIMA may use (on consulting basis) your certified faculties for our simulation activities in India region (on requirement basis)

AND WHEREAS AIMA BIZLAB ACCREDITED INSTITUTE has expressed desire to obtain the Software on license basis.

AND WHEREAS AIMA has agreed to license the software to AIMA BIZLAB ACCREDITED INSTITUTE NOW THEREFORE, the parties hereto agree as follows

1. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, AIMA grants to AIMA BIZLAB ACCREDITED INSTITUTE a non-exclusive, non-transferable license to use AIMA BizLAB for the purpose of academic usage. AIMA BIZLAB ACCREDITED INSTITUTE may use the Software for its own use only, and shall not translate or modify the software. AIMA BIZLAB ACCREDITED INSTITUTE shall not transfer or sublicense the Software to any third party, in whole or in part, in any form, whether modified or unmodified. By virtue of this licence, AIMA BIZLAB ACCREDITED INSTITUTE will get access to AIMA BIZLAB software hosted and maintained by AIMA. AIMA BIZLAB ACCREDITED INSTITUTE is not purchasing the software outright.

2. CONSIDERATION TO AIMA

- A. AIMA BIZLAB ACCREDITED INSTITUTE shall pay the license fees of INR 3.50 Lacs + GST (as applicable) upon signing this agreement and thereafter AIMA shall deliver AIMA BizLAB software license to AIMA BIZLAB ACCREDITED INSTITUTE.
- B. The above stated licence fee shall be paid to AIMA as follows:
 - 1. 50% Advance
 - 2. 50% within one week of completion of TTT(Before AIMA Bizlab launch)

3. LICENSES

- A. AIMA BIZLAB ACCREDITED INSTITUTE is hereby granted 120 (One Hundred and Twenty) licenses of AIMA BizLAB software. The said licenses can be used only by students of AIMA BIZLAB ACCREDITED INSTITUTE.
- B. Trained and Certified Dayananda Sagar University, School of Commerce & Management Studies Faculties on AIMA BizLab will be getting free licenses for personal learning.

4. PROPRIETARY RIGHTS



- C. AIMA BIZLAB ACCREDITED INSTITUTE recognizes that AIMA regards the AIMA BizLAB software as its proprietary information and as confidential trade secrets of great value.
- D. AIMA BIZLAB ACCREDITED INSTITUTE agrees not to provide or to otherwise make available in any form the AIMA BizLAB software, or any portion thereof, to any person other than employees and students of AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA.
- E. AIMA BIZLAB ACCREDITED INSTITUTE further agrees to treat the AIMA BizLAB software with at least the same degree of care with which AIMA BIZLAB ACCREDITED INSTITUTE treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the AIMA BizLAB software.

5. TERM

The terms of agreement shall be as follows:

- A. The agreement shall continue and remain in force for a period of 12 (Twelve) months from the date of signing of this agreement
- B. The license granted hereunder shall continue for 12 months from the date of issuing to the students which should be within 8 (Eight) months of the agreement signing and subject to AIMA BIZLAB ACCREDITED INSTITUTE's proper usage / performance of its obligations under this Agreement.

6. TERMINATION

AIMA may terminate this Agreement if AIMA BIZLAB ACCREDITED INSTITUTE is found to be in default or breach of any of the terms and conditions of this Agreement and fails to correct such default or breach within ten (10) days after written notice thereof from AIMA.

In the event of termination of this Agreement by AIMA BIZLAB ACCREDITED INSTITUTE for any reason whatsoever, AIMA BIZLAB ACCREDITED INSTITUTE shall not be entitled for refund of Licence Fee paid to AIMA and shall also be liable to release the Licence Fee, if any remaining, to AIMA at the time of termination.

7. MAINTENANCE SUPPORT

AIMA shall provide following support to AIMA BIZLAB ACCREDITED INSTITUTE with respect to the Software:

- A. If AIMA BIZLAB ACCREDITED INSTITUTE notifies and gives AIMA notice of a substantial program error w.r.t. the Software, AIMA will, upon receipt of such notice, immediately investigate such substantial program error and will deliver to AIMA BIZLAB ACCREDITED INSTITUTE either a patch or workaround or code to correct



such substantial program error at no additional cost to AIMA BIZLAB ACCREDITED INSTITUTE within ten (10) days after receipt of such notice

- B. In case AIMA BIZLAB ACCREDITED INSTITUTE has any technical questions regarding the usage of the Software AIMA BIZLAB ACCREDITED INSTITUTE may submit these questions to AIMA. AIMA shall provide necessary consultancy to answer such questions without any charge to AIMA BIZLAB ACCREDITED INSTITUTE.

8. DELIVERY OF AIMA BIZLAB SOFTWARE

AIMA shall make the possible endeavours to guide the team of AIMA BIZLAB ACCREDITED INSTITUTE in accessing the AIMA BizLAB software promptly after receipt of the payment. AIMA shall provide training to 15 (Fifteen) faculty of AIMA BIZLAB ACCREDITED INSTITUTE to enable the faculty to operate and guide the students to use AIMA BizLAB software effectively.

9. WARRANTY, IDEMUNITY AND LIABILITY LIMITATION

- A. **AIMA SOFTWARE WARRANTY** AIMA warrants that during the tenure of this agreement, the Software will operate in accordance with the documentation without material error and will perform the functions as per the specifications. AIMA also warrants that the software will be hosted on their server and will be available in working order continuously to the AIMA BIZLAB ACCREDITED INSTITUTE during the tenure of this agreement.

B. WARRANTY AND INDEMNITY REGARDING SOFTWARE:

- i. AIMA warrants that the Software is free from the claims of any third party for infringement of any patents, trademarks, copyrights, trade secrets, or any other proprietary rights. AIMA is not aware of any claims of patent infringement, copyright infringement, or the infringement of any other rights of third parties related to the Software. AIMA agrees that it shall defend at its own expenses, and will indemnify the AIMA BIZLAB ACCREDITED INSTITUTE and save AIMA BIZLAB ACCREDITED INSTITUTE harmless against any costs (including reasonable attorney's fees) and damages made in settlement or awarded as a result of, any action brought against AIMA BIZLAB ACCREDITED INSTITUTE based on an allegation of such infringement with respect to any item of the Software. AIMA BIZLAB ACCREDITED INSTITUTE shall promptly notify AIMA in writing of any such action or allegation of infringement, AIMA shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.
- ii. AIMA shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of the Software in any form other than the original, unmodified form provided to AIMA BIZLAB ACCREDITED INSTITUTE by AIMA or the use of the Software with any other software or data not supplied



by the AIMA where the use of Software alone in its original, unmodified form would not constitute an infringement. The foregoing states AIMA BIZLAB ACCREDITED INSTITUTE's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

- iii. Warranty of Authority: AIMA warrants that it has the power and authority to enter into this Agreement and to grant and convey the license, and other rights and conveyed to AIMA BIZLAB ACCREDITED INSTITUTE in this Agreement. This Agreement does not and will not knowingly violate, the rights of any third party or, breach or interfere with any other agreement to which AIMA is a party or by which AIMA is bound.
- iv. REMEDIES: If no time limit is otherwise specified in the above warranties, AIMA shall have thirty (30) days from the date it receives a notice of warranty breach to cure the breach. If however, AIMA cannot correct the nonconformity within the timeframe specified, then AIMA BIZLAB ACCREDITED INSTITUTE shall have the right (exercisable at AIMA BIZLAB ACCREDITED INSTITUTE sole discretion), to require AIMA to replace the nonconforming software with a functionally equivalent Software at no cost to AIMA BIZLAB ACCREDITED INSTITUTE.

WARRANTY LIMITATION: EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, COVENANTS, TERMS, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR OTHERWISE GRANTED.

C. LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID HEREUNDER BY AIMA BIZLAB ACCREDITED INSTITUTE TO AIMA UNDER THIS AGREEMENT. IN NO EVENT SHALL AIMA BE LIABLE FOR ACOSTS OF PROCURMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOSS OF DATA OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT INCLUDING NEGLIGENCE, BY STATUTE OR UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

10. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

11. SUCCESSORS



This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

12. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

13. GOVERNING LAW/FORUM

This Agreement shall be governed as per the Laws of India. Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Courts at New Delhi.

14. NON-ASSIGNMENT

This Agreement and the licenses granted by it shall not be assigned, sublicensed, or otherwise transferred by AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA to any third party.

15. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in AIMA BIZLAB ACCREDITED INSTITUTE's purchase order or AIMA's order acknowledgment forms.

16. DISPUTES

Any disputes arising from the contract shall be resolved by resorting to Arbitration Provisions of Arbitration & Conciliation Act of 1996 shall apply to the said proceedings, the language of Arbitration shall be English, Arbitration venue shall be at Bangalore and Sole Arbitrator of the rank of District & Sessions Judge (retired) shall be appointed by the parties in accordance with law.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

For All India Management Association



Signature : Neeraj Kapoor
By (Name) : Neeraj Kapoor
Designation : Director, Centre for Management Development, AIMA
Date : 20th May 2022

For Dayananda Sagar University, School of Commerce & Management Studies, Bangalore

Signature : Dr. Puttanna C.
By (Name) : Dr. Puttanna C.
Designation : Dayananda Sagar University
Date : 20th May 2022

Annex. 1

1. Single Player Mode - Each student can play individual simulation against AI 3 times a year.
2. Workshop Model - Certified faculty can run the simulation program along with curriculum 2 times a year
3. Assessment Mode - Certified faculty can run the simulation program as assessment or exam 2 times a year
4. Demo Licenses - Institute can use N number of one time licenses for marketing activities, FDPs and MDPs provided no financial transaction is involved with the user(s)
5. Your certified faculty can use Simulation (On Licensed Basis) in MDPs conducted by Institute
6. AIMA may use (on consulting basis) your certified faculties for our simulation activities in India region (if and whenever required)
7. Institute get opportunities to host AIMA's program in future on mutual consent
8. Institute can use AIMA BizLab logo in their marketing collaterals as AIMA BizLab Accredited Institute sponsored by AIMA
9. Institute logo and profile will be listed on AIMA BizLab portal.
10. Profile of Certified Faculties would be placed on AIMA BizLab Portal if Institute permits.



Memorandum of Understanding

(Ref: MoU/NEN/DSU / 001/2023)

This memorandum of understanding ("MoU") is entered into on the DATE 04/12/2023 ("Effective Date")

BY AND BETWEEN

National Entrepreneurship Network, an Indian Trust with registered office at Tower - 3, 6th Floor, SJR I Park, EPIP Zone – I, Whitefield Road, Bengaluru – 560066, Karnataka (herein referred to as the "**Foundation**", which expression shall, unless it's repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and assigns)

AND

Dayananda Sagar University – School of Commerce and Management Studies, Bangalore (herein referred to as the "**Partner Institute**" which expression shall, unless it's repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and permitted assigns).

Foundation and Partner Institute shall hereinafter individually be referred to as a "Party", and collectively as the "Parties", as the context may require.

WHEREAS:

- A. The Foundations main objectives are entrepreneurship development, to build and enhance the entrepreneurship ecosystem and for skilling through various modes of workshops, trainings etc. Wadhvani Operation Foundation (WOF) has procured and/or developed world class curricula, content and methodology for (hereinafter referred to as "Wadhvani Curricula, Content and Methodology"). The details of "Wadhvani Curricula, Content and Methodology" are included in this MoU. WOF provided all the rights to the Foundation for the use and offer the "Wadhvani Curricula, Content and Methodology" to its partner institutes, who are willing to cooperate for the objectives of WF/WOF.
- B. The Partner Institute's main objective is "To encourage an entrepreneurial mindset, provide and sustain entrepreneurial learning, to foster startup culture and strive to implement environmental, social and economic solutions". Partner Institute is interested in cooperating with the Foundation to further this goal. A formal approval letter is signed by Partner Institute on xx/xx/2023, that is part of this MoU and attached herewith as **Annexure I – Formal Approval Letter**.

NOW THEREFORE The Parties agree that this MoU shall be non-binding in nature and does not create any legal or financial obligations between the Parties, except for the Intellectual Property Rights, Data Privacy and Protection, Confidential Information, Dispute Resolution and Indemnity provisions under this MoU. The Partner Institute and



Foundation agrees to work together systematically for achieving the objectives as contemplated under this MoU.

1. Objectives and Scope of the Program

The objectives and scope of the program are detailed in **Annexure II - Objectives and Scope of the Program**.

2. Foundation's Roles and Responsibilities

The roles and responsibilities of the Foundation are detailed in **Annexure III - Foundation's Roles and Responsibilities** to this MoU.

3. Partner Institute's Roles and Responsibilities

The roles and responsibilities of the Partner Institute are detailed in **Annexure IV – Partner Institute's Roles and Responsibilities** to this MoU.

4. General Terms and Conditions

4.1 Term & Renewal

This MoU shall be effective from the **Effective Date** as mentioned above until 2 years or completion of the Program activities as mentioned under this MoU or terminated as per the terms of this MoU, whichever earlier. The MoU may be renewed by providing the other Party with prior written notice of thirty (30) days and on mutual agreement of the Parties in writing.

4.2 Termination

- a) Either Party may terminate this MoU by providing the other Party with prior written notice of Sixty (60) days. Partner Institute shall ensure that no enrollments by Partner Institute/students/candidates are valid beyond the termination notice period. In the event any enrolment is valid post the termination notice period, Foundation may at its sole discretion & without prejudice may provide support until the enrolled course completion, subject to Partner Institute fulfilling its roles and responsibilities under this MoU.
- b) In the event of any Party failing to fulfil its obligations as contemplated under this MoU, the other Party may notify in writing to cure such breach within thirty (30) days, failing which this MoU may be terminated forthwith at the option of the notifying Party.



4.3 Financial Terms

- a. Each Party will bear the costs and expenses for fulfilling its respective roles and responsibilities provided under this MoU. Parties do not owe any amount to the other Party for the Program contemplated in this MoU.
- b. Foundation will not charge the Partner Institute and/or the students/candidates for the usage of "Wadhvani Curricula, Content and Methodology" and/or any other third-party platforms provided by Foundation for the Program.
- c. Partner Institute shall not charge the students/candidate for making available "Wadhvani Curricula, Content and Methodology" and/or any other third-party platforms provided by Foundation for the Program without prior written consent of the Foundation.
- d. However, Partner Institute may collect the expenses incurred at actuals on its faculty and IT Infrastructure provided for the purposes of this MoU from the enrolled students/candidates, without implying the Foundation in whatsoever manner.

4.4 Intellectual Property Rights

"Intellectual Property" or "IP" includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software programs, papers, models, teaching techniques, research projects, databases and instruction manuals. Each Party shall retain all rights to its IP and nothing contained in this MoU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfillment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's IP. "Wadhvani Curricula, Content and Methodology" and/or any other third-party platforms provided by Foundation for the Program, for which Foundation has the right to provide for the purposes of this MoU to the Partner Institute/students/candidate with or without any charges should not be construed as giving any rights, title or interest of whatsoever nature to Partner Institute/students/candidate on such IP. Parties undertake and acknowledge that, if any third-party IP is used/utilized for the purposes of this MoU, it shall obtain required permits/licenses from the IP owner/competent authority and each Party shall be solely responsible for such third-party IP. Partner Institute/students/candidate shall not copy or reproduce Foundation/WOF IP. Any usage of Foundation's and/or WOF's IP by the Partner Institute/students/candidate shall be post obtaining written authorization from Foundation/WOF, which will be for a limited period as mentioned in such authorization. Any resulting IP pursuant to this MoU shall be owned by the respective owners and such resulting IP ownership shall be intimated to the other Party in writing within thirty (30) days or else other Party shall not have any liability whatsoever.



4.5 Data Privacy and Protection

- a. The Parties hereby declare that they will comply with the applicable laws in force concerning data privacy and data protection within the scope of their activities under this MoU. Parties also agree to adhere to respective privacy policies of the Parties. Parties agree not to share externally any personal data/sensitive personal data/information relating to an identifiable individual (hereinafter referred to as "Personal Data") obtained or collected for the purposes of this MoU, without obtaining prior written permission of the Party who owns such data ("Data Subject"). The Parties agree that the Data Subject(s) who may suffer damage arising from non-compliance with the respective obligations set forth in this MoU may be entitled to receive compensation for the damage suffered due to such non-compliance.
- b. Parties agree that:
- Personal Data will be accessed and processed solely for the purposes of this MoU only.
 - Personal Data will be handled with necessary security controls & measures.
 - Any incident of Personal Data breach shall be reported duly to the other Party and the owner of the data and take necessary steps as per applicable laws and policies.
 - Personal Data will not be retained for longer than required for the purposes of this MoU.
 - If Personal Data access is legally required by competent authorities, Parties will promptly and notify the data owner.
- c. Partner Institute shall duly intimate the students/candidates regarding the collection of their Personal Data for the purposes of this MoU and ensure that the applicable privacy policy of the Foundation and/or any third party is adhered to. Personal Data will be shared with the Foundation or any other third-party on behalf of the Foundation, which will comply with applicable data privacy and data protection laws and maintain same level of data protection security measures. Partner Institute shall duly obtain the express consent from the students/candidates/data owner in the as per the attached **Annexure V – Personal Data - Informed Consent Form**. Partner Institute expressly consents for the data collection and usage by the Foundation for the purposes of this MoU. Parties agree that in the event Partner Institute/student/candidates/data owner dissents or withdraws the consent to provide Personal Data, Foundation reserves the right to withdraw any and/or all access to "Wadhvani Curricula, Content and Methodology" forthwith without prejudice.
- d. The Data collected by Foundation under this MoU will be retained during the term of this MoU, entire enrollment period and thirty-six (36) months post completion of the enrolled courses under the Program, whichever is later. Foundation may require Partner Institute/students/candidates/data owners for additional/further information for impact assessments of the Program.



- e. In the event of a conflict with the remainder of this MoU or the MoU becomes void, this clause will prevail as a separate data processing agreement between the Parties.

4.6 Confidential Information

Any and all proprietary, confidential or non-public information and/or Data in any form and/or Personal Data/Sensitive Personal Data/Information that identify an individual disclosed and/or obtained and/or known to a Party in connection with this MoU, shall be considered as Confidential Information. Such Confidential Information shall belong solely to the disclosing Party. Parties agree not to disclose the Confidential Information to any other third-party without prior written approval of the Party who owns such Confidential Information. Any approved dissemination of Confidential Information shall be strictly on a need basis and Parties will ensure equivalent security measures as of the Parties. Parties agree to notify the disclosing Party of any unauthorized disclosure immediately which a Party may have knowledge and take appropriate actions to secure it.

4.7 Dispute Resolution

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this MoU between the Parties, and so notified in writing by either Party to the other Party ("Dispute") shall, in the first instance, be attempted to be resolved amicably by mutual consultation of key-personnel of the Parties.
- b. Any Dispute which is not amicably resolved within seven (7) days of Dispute notification, shall be finally decided by reference to arbitration by an arbitration tribunal comprising of three (3) arbitrators, of whom each Party shall select one (1), and the third arbitrator shall be appointed by the two (2) arbitrators so selected and shall be subject to Arbitration and Conciliation Act 1996 (as amended from time to time). The place of arbitration shall be Bangalore, India. Such arbitration shall be conducted in confidence and in English language.
- c. Parties agree that the rights and obligations under this MoU shall remain in full force and effect during any dispute resolution period pending the final order under this section.

4.8 Indemnity

This MoU does not contemplate or provide for the exchange of any funds/money between the Parties. Therefore, save and except for fraud and/or gross-negligence, breach of IP/Data Privacy and Protection/Confidentiality clauses herein, no Party shall



be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to or result from any breach or termination by either Party of any of the provisions of this MoU. For any third-party claims, each Party shall bear all the liability and/or expenses of dealing with such third-party claims. Any third-party claims and/or damages against a Party, which is caused due to the other Party, shall be indemnified by the Party who caused such claims/damages.

4.9 Representations and Warranties

- a. Each Party hereby represents and warrants that the use of IP made available or contributed by it does not violate the IP rights of any third party.
- b. Each Party has all requisite power and authority to enter into this MoU and the execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it.

4.10 Governance and Review of the Program

Foundation's authorized person and Partner Institute's authorized person will enable the rollout of the Program. They will interact periodically as agreed between the Parties to track rollout and address any issues. A panel consisting of Foundation's and Partner Institute's senior management will review the progress/outcomes and enable course correction as required during the Program's duration. The Program will be monitored for its progress and feedback via surveys and measure outcomes as agreed between the Parties.

4.11 Notice

Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications by giving to the other Party not less than 10 days prior written notice in English.

Notice to Foundation:

Foundation point of contact name: Dhanush HB

Foundation point of contact No.: +91 7411623317

Foundation point of contact e-mail ID(s): dhanush.hb@wfglobal.org and cc to legal@wfglobal.org

Notice to Partner Institute:

Partner Institute point of contact Name:

Partner Institute point of contact No.:

Partner Institute point of contact e-mail ID(s):



4.12 Miscellaneous

- a. **Entire MoU:** This MoU constitutes the entire understanding of the Parties with respect to the Program and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties. The Annexures attached to this MoU shall form part and parcel of this MoU.
- b. **Amendment:** This MoU shall not be amended, changed, modified in whole or in part except by an instrument in writing signed by both the Parties hereto. However, the Foundation reserves the right to modify scope of the Program on its sole discretion on notification to Partner Institute.
- c. **Non-exclusive:** This MoU shall be non-exclusive, and the Parties are free to enter into similar arrangements with other third parties, without any conflict of interest.
- d. **Parties' Relationship:** Nothing in this MoU shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party has the power or authority to speak for or assume any obligation on behalf of the other Party.
- e. **Brand Protection:** Parties may use other Party's brand materials including the name, logo etc. on prior written approval from the other Party. This MoU does not automatically include co-branding, co-certification or marketing of programs and decisions regarding such matters would be on a case-by-case basis mutually agreed between the Parties in writing.
- f. **Counterparts:** This MoU may be executed in two counterparts each of which when so executed and delivered in the English language shall be an original, but all of which shall together constitute one and same instrument.

IN WITNESS WHEREOF the Parties have agreed to execute this MoU as on the date mentioned hereinabove.

For and on behalf of the Foundation

For and on behalf of the Partner Institute

Name: Sanjay Shah
Designation: Chief Operating Officer


Name: Dr. PUTTAMADAPPA C
Designation: Registrar, DSU 6/12/23



Annexure II - Objectives and Scope of the Program

(Ref: MoU/NEN/ DSU / _____)

The Objectives and Scope of this MoU are:

1. Focuses on enabling start-up entrepreneurs through student interventions.
2. Develop entrepreneurial skills & mindset in students and empower them with practical understanding of the roadmap to building a successful start-up.
3. Support students with problem identification, idea generation and validation reach at validated business idea pitch stage through access to live online interactive workshop series, templates, learning resources etc.
4. *The students/candidates enrolled are expected to complete the 14-week module to receive the program certificates on successful completion.*



Annexure III - Foundation's Roles and Responsibilities

(Ref: MoU/NEN/ DSU / _____)

Foundation's roles and responsibilities are as below:

1. Foundation will make available to the Partner Institute and/or students/candidate the "Wadhvani Curricula, Content and Methodology" for the Program as per the terms of this MoU.
2. Foundation will facilitate workshops and provide content, tools, and resources for aspiring entrepreneurs within the scope of this Program.
3. Foundation will provide digital marketing materials to support the Partner Institute in promoting and organizing the Foundation's Program.



Annexure IV – Partner Institute’s Roles and Responsibilities

(Ref: MoU/NEN/ DSU / _____)

Partner Institute’s roles and responsibilities are as below:

This document lists out the Roles and Responsibilities of Partner Institute concerning the WEN-Wadhvani Entrepreneur’s NextGen Ignite program (“WE Program”), the courses, and the associated curriculum.

The Roles and Responsibilities that the Partner Institute must adhere to for ensuring the success of WE Program are as follows:

1. Fully adopt the Program and its associated curriculum in the following manner:
 - Permit students to form and run Practice Venture (PV) in groups of 2-3 as “real-venture” with financial transactions and profit motives. PV form the cornerstone of WEN’s offering and is a requirement to deliver the course.
 - Should have published the information about offering of Wadhvani courses on their website/brochures/fliers/courses offered list on the noticeboard before a faculty is approved for WEN training.
 - 100% of the WE WEN courses’ content and related assessments shall be delivered via NextGen, a proprietary Learning Management System (LMS).
2. *Strong evangelist faculty member(s) appointed, trained and WEN certified to run course(s):*
 - *The faculty member should either be a senior or junior faculty, Teaching Assistant (TA), or alumni who have experience in teaching.*
 - *The faculty member(s) trained by WEN should have deep knowledge and skill in entrepreneurship building and other subjects related to it.*
 - *If such faculty is not available or does not qualify, a Partner Institute funded visiting or adjunct faculty appointed for this purpose shall be provided.*
 - *To be able to disseminate the WE WEN curricula, the faculty is required to clear the online and face to face tests that are conducted by WEN. If the program rollout is delayed or canceled due to the inability of the faculty to clear the tests conducted by WEN, the Partner Institute shall not hold WEN liable.*
 - *It is the responsibility of the Partner Institute to conform to all requisites to facilitate faculty training and registration by WEN on the LMS. This training will be at the charge of a nominal registration fee. Such fee may either be funded:*
 - *By the Partner Institute;*
 - *By WEN, provided the Partner Institute ensures the cost of accommodation and logistics of WEN trainers; or*
 - *A conglomerate of institutes enrolled from the same region as Partner Institute, which decides to take the WEN trainer’s training together.*



- The classes may also be LIVE and run/will be run remotely by the WE WEN master trainer in specific schedules catering to multiple colleges at a time (1:N model).
 - The Partner Institute shall provide for the necessary infrastructure required to run the Program:
 - At least 10 Mbps of dedicated wired internet connection in the classroom,
 - Dedicated classroom (preferably smart) with cluster seating or a classroom seating arrangement,
 - 2 dedicated laptops for main projection, plus one laptop for each student/student group,
 - Projector,
 - Speakers – 3 JBL extreme or similar,
 - 3 cordless Mic or mixer,
 - Camera – Logitech HD pro webcam – 2 nos., for complete classroom view, and
 - Power back-up.
 - Engage students in classroom/online activities as necessary to learn effectively which shall be measured through students' scores in assessments.
 - Keep WEN apprised of the students that are showing a strong inclination and aptitude towards start-up regularly.
 - Mentoring support for students' PVs which is a mandatory capstone project.
3. Adopt WE WEN's built-in assessments as a mandatory part of overall course assessments including the quizzes, assignments, and capstone/PV project with a weightage of 100% for final credits of the program.
 4. Campus management and leaders, for this Program, will work to apprise all relevant stakeholders within the institute about the key terms of the Program so that there is adequate and timely support to the faculty within their departments and their institutes.
 5. Management, other relevant leaders and faculty members should have an open communication channel with the WEN regional managers and regional head to facilitate problem-solving and support the smooth running of the Program.
 6. The Partner Institute shall endeavor to facilitate students to meet real-life entrepreneurs, arrange field visits for the students to successful startups in similar space as their own PVs.
 7. Partner Institute shall nominate a teaching assistant, from faculty or otherwise, who would coordinate with WEN and will be responsible for all the things related to running the course smoothly for this Program. He/She shall be the main point of contact (POC) for WEN related to every activity concerning this Program.
 8. Partner Institute will not copy or reproduce in any form, WEN's intellectual property.
 9. Partner shall provide WEN with all required support to track the progress of the Program.
 10. The Partner Institute shall not be permitted to charge any fees to the students, for granting to them access to and use of, NextGen. However, notwithstanding the foregoing, the Partner Institute may recover, by way of fees or other charges, from the students, the costs and expenses incurred by it in making the LMS available to such students, such as the costs incurred in relation to faculty, the IT infrastructure, etc.

The Partner assures WEN that it will follow the Roles and Responsibilities mentioned hereinabove.



Annexure V – Personal Data - Informed Consent Form

(Ref: MoU/NEN/ DSU / _____)

Voluntary Consent: Notwithstanding the terms of the MoU and the privacy policies, by registering to the “Wadhvani Curricula, Content and Methodology” and the Program, the Partner Institute/students/candidates/data owners provide their voluntary & express consent for collection of data, including personal data, sensitive personal data, information relating to an identifiable individual (collectively “Data”) & usage by the Foundation (which includes, any other third party authorized on behalf of the Foundation) for the purposes of this MoU and the Program(s) mentioned therein.

Purpose: The Data owner understands that the Data will be utilized, inter alia, for impact assessment, analysis, studies and reporting purposes of the Foundation.

Safety & Security: The Data owner understands that the Foundation and Partner Institute shall ensure that the data collected from Partner Institute/students/candidates/ data owners who register for the “Wadhvani Curricula, Content and Methodology” is kept safe and secure as per the applicable laws & privacy policies and not used for any purpose other than for the purposes contemplated under this MoU.

Data Retention: The Data owner understands that the Data will be retained during the term of this MoU, entire enrollment period and thirty-six (36) months post completion of the enrolled courses under the Program, whichever is later. Foundation may require Partner Institute/students/candidates/data owners for additional/further information for up to thirty-six (36) months post completion of the enrolled courses under the Program. This information request will include, but not limited to: Details of Placement Company, Placement Job Role, Designation, Date of Joining and Salary at Joining etc. The Data owners expressly and voluntarily agree to provide such information as requested by the Foundation.

Dissent & Withdrawal of Consent: The Data owner understands that the Data owner shall have the right to dissent or withdraw the consent provided for Data collection and usage by the Foundation. In such event, Foundation reserves the right to withdraw any and/or all access to “Wadhvani Curricula, Content and Methodology” forthwith without prejudice.

Access & Corrections: The Data owner understands that that the Data owner has the right to access and correct the Data provided in accordance with the provisions of the applicable data privacy laws & policies.

Declaration: I hereby declare that I’m the legal owner of the Data provided, the Data provided are correct and authentic to the best of my knowledge and understanding, I am legally competent to sign this document, and I have read and understood the terms of Data collection and hereby provide my voluntary, informed and express consent as on the date mentioned herein below.

Date	Full Name	Contact number	Contact e-mail	Signature
DDMMYYYY	Partner Institute authorized person	+XX XXX XXX XXXX	XXXX	XXXX
DDMMYYYY	Mr./Ms. First Name Last Name	+XX XXX XXX XXXX	XXXX	XXXX





Dayananda Sagar
University

Capt Nagaraj Subbarao PhD Dean SCMS <dean-cee@dsu.edu.in>

MoU | Wadhvani Foundation

Capt Nagaraj Subbarao PhD Dean SCMS <dean-cee@dsu.edu.in>

Tue, Dec 5, 2023 at 9:58 AM

To: Premachandra sagar <premachandra.sagar@yahoo.com>, "Dr.premchand sagar" <vc-ceo@dayanandasagar.edu>

Cc: Registrar DSU <registrar@dsu.edu.in>, jitendranath patri <jitendranath.patri@dsu.edu.in>, Dean SCMS <dean-scms@dsu.edu.in>

Dear Sir,

As you are aware we have set up a Centre for Proficiency Enhancement (COPE) on Entrepreneurship. This is important as one of the key drivers for the school is **Entrepreneurship**.

The undergrad programs, as a differentiator, have an emphasis on entrepreneurship. This is a new strategic initiative.

With this in view we would like to enter into an agreement with the Wadhvani Foundation (<https://www.wfglobal.org/entrepreneur>) to assist our students.

This does not include any costs for our students or the school.

Request approval to sign an **MoU** with the Wadhvani Foundation to conduct programs for our students.

Thanks & Warm Regards,



Dayananda Sagar
University

<http://www.dsu.edu.in>

Only three things happen naturally in organizations: friction, confusion and underperformance. Everything else requires leadership.

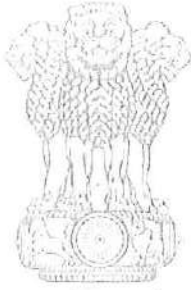
Peter Drucker

Dr.premchand sagar <vc-ceo@dayanandasagar.edu>
To: Capt Nagaraj Subbarao PhD Dean SCMS <dean-cee@dsu.edu.in>

Tue, Dec 5, 2023 at 10:04 AM

Approved
Dr.Sagar

Sent from my iPhone



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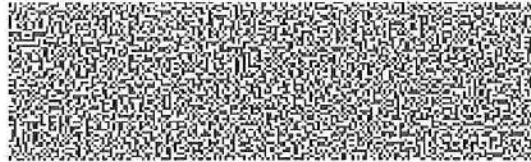
- 1 -

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA23721584504121V
Certificate Issued Date : 25-Oct-2023 04:57 PM
Account Reference : NONACC (FI)/kacrsf108/ HEBBAGODI1/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0817912411090311V
Purchased by : DAYANANDA SAGAR UNIVERSITY BENGALURU
Description of Document : Article 12 Bond
Description : NON DISCLOSURE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : INFAB SEMICONDUCTOR PVT LTD BENGALURU
Second Party : DAYANANDA SAGAR UNIVERSITY BENGALURU
Stamp Duty Paid By : DAYANANDA SAGAR UNIVERSITY BENGALURU
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is entered into 25-10-2023 ("Effective Date") by and between

INFAB Semiconductor Pvt Limited, duly organized and existing under the laws of India and having its Registered Office 104 SF Block Pavani Residency Puttenhalli Yelahanka Bangalore 560064 India and having its Technical/Research Center-India, at CeNSE - Incubator, Centre for Nano Science and Engineering (CeNSE) **Indian Institute of Science** Bangalore Karnataka India, Karnataka, India (herein after referred to as "INFAB ")

and

DAYANANDA SAGAR UNIVERSITY, a statutory body constituted under the DAYANANDA SAGAR UNIVERSITY ACT promulgated by the Government of Karnataka, Act No 20 of 2013, having its office/Institute at No.48/1, Garvebhavipalya, Hongasandra, Hosur Main Road, Near Kudlu Gate, Bangalore-560114 (herein after referred to as DSU) and represented by its Authorized signatory Dr. Puttamadappa C, Registrar, DSU

Confidential



accessible to any of its AFFILIATED COMPANIES or any employee of any AFFILIATED COMPANY which is a COMPETITOR of the other PARTY. Each PARTY is responsible to the other PARTY for any unauthorized transmittal, use and/or disclosure of CONFIDENTIAL INFORMATION by its AFFILIATED COMPANY, by employees of its AFFILIATED COMPANY or by its consultant,

- d) to treat it as confidential and to exercise the same degree of care as in respect of its own information of similar significance, however to exercise at least a degree of reasonable care,
- e) not to disassemble and/or decompile, decode, reproduce, redesign and/or reverse engineer any disclosed CONFIDENTIAL INFORMATION or any part of it.

3. **Exceptions.** The obligations specified in Art. 2 of this Agreement do not apply to CONFIDENTIAL INFORMATION the receiving PARTY can prove by documentary evidence that such information

- a) prior to its release under this Agreement, was already known to the receiving PARTY without any duty of confidentiality,
- b) is or was accessible to the public, whereby the receiving PARTY is not responsible for such accessibility. However, when CONFIDENTIAL INFORMATION consists in the confidential combination of several pieces of CONFIDENTIAL INFORMATION then the disclosure to the public of part(s) of such CONFIDENTIAL INFORMATION shall in no event and under no circumstances impact the confidential character of the other pieces of CONFIDENTIAL INFORMATION that have not been disclosed or of the CONFIDENTIAL INFORMATION as a whole.
- c) is legally or without any obligation of confidentiality advised or released to the receiving PARTY by a third party, provided that the third party as far as the receiving PARTY is aware does not violate any obligation of confidentiality of its own in releasing such information;
- d) has been developed independently by the receiving PARTY without recourse to CONFIDENTIAL INFORMATION or in accordance with the exceptions specified in this Art. 3 a) - c).

The receiving PARTY may disclose CONFIDENTIAL INFORMATION which must be disclosed because of a binding official or court directive or imperative provision of the law. In such case the receiving PARTY will inform the disclosing PARTY in writing about such disclosure without undue delay and strictly limit the disclosure of the CONFIDENTIAL INFORMATION which is requested.

- 4. **Notice of Unauthorized Use.** The receiving PARTY will notify the disclosing PARTY promptly upon discovery of any unauthorized use or disclosure of CONFIDENTIAL INFORMATION or any other breach of this Agreement. The receiving PARTY will document such incidents in a detailed written notice, to enable the disclosing PARTY to take any reasonable and appropriate action to end such an incident as soon as possible and to minimize consequences.
- 5. **No Obligation.** Nothing herein shall obligate either PARTY to disclose to the other PARTY any particular information. The PARTIES hereto shall not be obligated to compensate each other for exchanging any CONFIDENTIAL INFORMATION under this Agreement.
- 6. **Exclusion of Rights.** The disclosing PARTY shall always be considered as being the sole owner or rightful holder of the CONFIDENTIAL INFORMATION it has disclosed to the receiving PARTY. Licenses or other rights of whatever nature, particularly the right to bear a name, and rights to patents, utility models and/or trademarks or other protected industrial rights, are not granted by this Agreement and no corresponding duty to grant such rights shall arise from this Agreement.
- 7. **Own Development.** Nothing herein will prohibit either PARTY from developing products or having products developed for it that compete with the products or systems contemplated by this Agreement provided that the confidentiality obligations of this Agreement have not been breached. Nothing in this Agreement shall limit any PARTY in its business activities. No exclusivity of any kind is granted between the PARTIES.



and specific performance, against the Receiving Party, so as to restrain any continuing or further breach by the Receiving Party.



17. **Invalidity of a provision.** The invalidity or unenforceability of any provision of this Agreement in whole or in part shall in no way affect the validity of the remainder of this Agreement. Both PARTIES shall agree to substitute such invalid or unenforceable provision by a valid and enforceable new provision which shall most closely achieve the purpose of the invalid or unenforceable provision.
18. **Written form.** No amendments, supplements and modifications to this Agreement, including amendments of this clause, shall become legally effective unless they are made in writing and signed by the duly authorized representatives of the PARTIES.
19. **Counterparts.** This agreement shall be made in two sets. Each party shall retain one such agreement for its records.
20. **Correspondence.**

The persons responsible for receiving and keeping the CONFIDENTIAL INFORMATION are:

INFAB Semiconductor Pvt Ltd	DAYANANDA SAGAR UNIVERSITY
Name: Muthuraman Swaminathan Designation: CEO Email: raman@infab-tech.com Desk No. +91-80-23607755 Mobile: +91 9980909371	Name: Dr. Saara K Designation: Deputy Chairperson, Dept. of E&CE Email: saara-ece@dsu.edu.in Mobile : 7026220615

Any change of responsible persons shall be notified in writing to the other PARTY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement on this 25-10-2023 to be executed by their duly authorized representatives.

for INFAB Semiconductor Pvt Ltd Limited Signature  Name: Lijin Vargees Designation: Manager-Process Engineer	for Dayananda Sagar University Signature  Dr. Puttamadappa C Registrar Dayananda Sagar University Bangalore Name: Dr. Puttamadappa C Designation: Registrar
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INDIA NON JUDICIAL

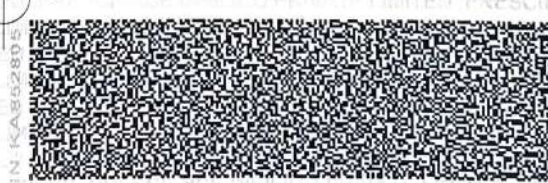
Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA85280508605024W
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 Unique Doc. Reference : SUBIN-KAKAGCSL0830213422988774W
 Purchased by : SYNTECH BIO SOLUTIONS LAB DSU
 Description of Document : Article 5(J) Agreement (in any other cases)
 Property Description : MOU
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : PRESCIENCE INSILICO PRIVATE LIMITED
 Second Party : SYNTECH BIO SOLUTIONS LAB DSU
 Stamp Duty Paid By : SYNTECH BIO SOLUTIONS LAB DSU
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

सत्यमेव जयते



Please write or type below this line

This Memorandum of Understanding ("MOU") by and between:

PRESCIENCE INSILICO PRIVATE LIMITED, a company established and existing under the laws of India with its office at Akasa Coworking Whitefield, 72/12, Nallurahalli Main Rd, Whitefield, Bengaluru, Karnataka 560066; and

SYNTECH BIO SOLUTIONS LAB, Innovation Campus, Dayananda Sagar University, Hosur Rd, Kudlu Gate, Srinivasa Nagar, Hal Layout, Singasandra, Bengaluru, Karnataka 560068.

[Signature]

[Signature]

Statutory Alert:

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

KARNATAKA GOVERNMENT OF KARNATAKA