



सत्यमेव जयते

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Government of Karnataka

Rs. 100

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Account Reference : NONACC (FI)/ kakscsa08/ KANAKAPURA/ KA-JY
Unique Doc. Reference : SUBIN-KAKAKSCSA0897270869015599W
Purchased by : JNCASR
Description of Document : Article 2(B) Administration Bond - In any other case
Property Description : MOU
Consideration Price (Rs.) : 0
 (Zero)
First Party : JNCASR
Second Party : SDUAHER KOLAR
Stamp Duty Paid By : JNCASR
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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Please write or type below this line

Memorandum of Understanding (MoU)

CL.1 This Memorandum of Understanding (hereinafter referred to as "Agreement") made and entered into on this 3rd day of December Two Thousand and Twenty-Four (03/12/2024) (hereinafter referred to as "Effective Date")

By and Between

Jawaharlal Nehru Centre for Advanced Scientific Research, a multidisciplinary research institute under Department of Science & Technology, Government of India having its registered office at Rachenahalli Lake Rd, Jakkur, Bengaluru, Karnataka 560064 (hereinafter

S. D. Urs
Registrar

Sri Dwaraj Urs Academy of Higher Education and Research
Tumakuru, Kolar - 563 103

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called 'JNCASR', which expression shall where the context so admits include its successors and permitted assigns),

And

Sri Devaraj Urs Academy of Higher Education and Research is deemed-to-be-university status under Section 3 of UGC Act 1956 having its registered office at Tamaka, Kolar, Karnataka 563101 (hereinafter called 'SDUAHER' which expression shall where the context so admits include its successors and permitted assigns),

Together hereinafter referred to as PARTIES and as a PARTY when referred in singular.

CL.2 PREAMBLE

CL.2.1 WHEREAS JNCASR is involved in R&D, focusing on Chemistry and Physics of Materials, Engineering Mechanics, Evolutionary and Integrative Biology, Molecular Biology and Genetics, Theoretical Sciences, New Chemistry, Geodynamics, Neurosciences and Education Technology.

CL.2.2 WHEREAS SDUAHER is involved in Medical Education, Research, and Health Care.

CL 2.3 WHEREAS JNCASR and SDUAHER want to study "Genetic and Epigenetic drivers of chewing tobacco Kaddipudi habited woman oral cancer patients."
(hereinafter called COLLABORATION).

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the PARTIES hereto agree as follows:

CL.3 SCOPE OF THE AGREEMENT

CL.3.1 The Agreement details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of the JNCASR and SDUAHER pertaining to the COLLABORATION from the Effective Date.

CL.4 FINANCIAL ARRANGEMENTS & IP OWNERSHIP

CL.4.1 Both JNCASR and SDUAHER desire to submit research project proposals (hereinafter called the PROJECTS) to funding agencies. As per the mutual agreement, the grants from various funding agencies will be received directly received by JNCASR. The plastic wares, antibiotics, antibodies, cell culture media and other consumables etc. required for the experiments to be performed will be procured and supplied by JNCASR and provide to SDUAHER as detailed in the Annexure I - Project Proposal On "Genetic and Epigenetic drivers of chewing tobacco (Kaddipudi) habited woman oral cancer patients", Submitted to: Department of Biotechnology, Ministry of Science and Technology, GoI, New Delhi, India.

CL.4.2. In the event of any new discoveries or inventions created in the course of performing the work under the COLLABORATION (hereinafter referred to as "Invention(s)"), Patenting expenses of such inventions or discoveries will be shared by PARTIES (subject to the other YEARS of this Agreement), provided, such Inventions are Joint Inventions (defined in CL.4.3 below).

CL.4.3 All Inventions conceived, discovered and/or reduced to practice jointly by scientists/employees of JNCASR and SDUAHER from the COLLABORATION under this

Agreement will be jointly and equally owned by JNCASR and SDUAHER (50% to each PARTY and herein after referred to as "Joint Inventions") and shall be subject to the existing IPR policies of the PARTIES. JNCASR and SDUAHER cannot transact independently the rights on such Joint Inventions.

CL.5 RESPONSIBILITIES OF JNCASR

CL.5.1 Principal Investigators: Prof. Tapas Kumar Kundu will be the Principal Investigator on the COLLABORATION covered by this Agreement. If for any reason he is unable to continue to serve as Principal Investigator, this Agreement shall be terminated as provided in CL. 11 of this agreement.

CL.5.2 JNCASR shall perform the genetic and epigenetic analysis of oral cancer patient samples and generation of patient- derived cell lines covered by this COLLABORATION.

CL.5.3 JNCASR shall not be responsible for any damage to the property/material of the SDUAHER by its personnel during or consequent to the work if any carried out under the COLLABORATION in SDUAHER's premises.

CL.5.4 JNCASR will share the information of the progress of the COLLABORATION and share the results with SDUAHER.

CL.6 RESPONSIBILITIES OF THE SDUAHER

CL.6.1 Principal Investigators: Dr. K S Gopinath will be the Principal Investigator on the COLLABORATION covered by this Agreement. If for any reason He is unable to continue to serve as Principal Investigator, this Agreement shall be terminated as provided in CL. 11 of this agreement

CL.6.2 SDUAHER will be providing oral cancer patient samples (normal tissue, tumor tissue, and blood samples) along with respective histopathology reports of the patients and intellectual inputs in the clinical perspective through the COLLABORATION covered by this Agreement.

CL.6.3 SDUAHER will share the information on the progress of COLLABORATION and also will share the results with JNCASR.

CL.6.4 SDUAHER shall not be responsible for any damage to the property/material of JNCASR by its personnel during or consequent to the work if any carried out under the COLLABORATION in JNCASR's premises.

CL.7 RESULTS OF PROJECT

CL.7.1 Any intellectual property rights patents/design/trademark/copyrights obtained by the PARTIES hereto pertaining to the COLLABORATION prior to signing of the agreement shall remain the property of respective PARTY.

CL.7.2 The intellectual property that is know-how/process/design/technique/patents/copyrights generated from and during the COLLABORATION shall be jointly owned by the JNCASR and SDUAHER; the extent of ownership shall be decided mutually depending upon the relative inputs intellectual/technical/financial/physical/ made by the PARTIES hereto to the PROJECT.

CL.7.3 Parties expressly agree that neither PARTY, during the period of the COLLABORATION, will file patents without promptly notifying and consulting the other PARTY and evaluating the contribution of their employees towards inventorship of such patents. The procedural formalities for securing and maintaining the intellectual property rights (patents/trademark/copyright/industrial design) of Inventions shall be the joint responsibility JNCASR and SDUAHER and the expenditure incurred shall be borne equally, provided, such intellectual property is jointly owned by the PARTIES and any revenues from such intellectual property are to be equally shared by the PARTIES. The question of whether or not intellectual property right should be secured and the territory where these shall be secured shall be decided with mutual consent, by Directors of both the parties. If a PARTY disagrees with the other PARTY's decision to secure rights to an intellectual property generated in the course of performing the COLLABORATION and the other PARTY desires to pursue such intellectual property protection at its sole expense, the PARTY that does not participate in sharing the costs for the protection of such intellectual property will not have any rights to share revenues from such intellectual property in the territory where such PARTY has not shared the costs of protecting such intellectual property.

CL. 7.4 Prior to any public disclosure, including publication, conference presentations, poster presentations and periodic public reports, the PARTIES shall promptly consult each other for such disclosure in respect of the COLLABORATION. These disclosures shall be in the names of the research workers, agreed upon with mutual consent, wherein it will be duly acknowledged that the work has been carried out under the collaborative programme between the PARTIES. Parties agree that scientific publications in the forms of research articles in scientific journals will be made from time to time as appropriate. Submission of research papers to journals will be made at any time after having all the complete results/ data of each individual study as determined and agreed upon by the Parties.

CL.8 CONFIDENTIALITY

CL.8.1 During the course of COLLABORATION, and/or during the normal course of business between the PARTIES, either PARTY may disclose to the other certain information which it deems proprietary or confidential, and may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, costs, prices, customer lists, marketing plans, goals, sales figures, revenue profits, and other technical, financial or business information regarding existing or planned products/materials to be developed, manufactured, or marketed by either PARTY (herein after referred to as the "CONFIDENTIAL INFORMATION"). CONFIDENTIAL INFORMATION shall be deemed confidential and proprietary and subject to restricted use and limited distribution as provided herein if plainly marked "confidential" or "proprietary" or with language of similar meaning, or otherwise disclosed under circumstances which reasonably suggest the confidential nature of the information, whether provided in written, encoded, graphic or other tangible form, including any electronic or magnetic form. Information provided orally shall also be deemed confidential and proprietary if identified as being confidential and proprietary at the time of disclosure and confirmed in writing to be so by the Disclosing Party (hereinafter referred to as DISCLOSER) to the Receiving Party (hereinafter referred to as RECIPIENT) at the time of disclosure or within thirty (30) days of disclosure. Such writing shall specify the date, time, place, persons involved and substance of the confidential and proprietary information so disclosed.



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CL.8.2 With respect to CONFIDENTIAL INFORMATION provided by either PARTY to the other, RECIPIENT shall:

Hold CONFIDENTIAL INFORMATION in confidence during the period of this Agreement and three years thereafter, and protect it with the same degree of care with which it protects its own information of like importance, but in no event less than reasonable care;

Use the CONFIDENTIAL INFORMATION only for the purposes of the COLLABORATION;

Except for the anticipated use consistent with clause 2.3, not copy or otherwise duplicate CONFIDENTIAL INFORMATION, or knowingly allow its copying or duplication without DISCLOSER's prior written approval;

Restrict disclosure of CONFIDENTIAL INFORMATION to those employees with a need to know and who are notified of, and required to comply with, this Agreement by contract, employee policies, work rules or other appropriate methods, and not disclose it to any third party;

If it is allowed under law and practicable, promptly notify DISCLOSER in the event RECIPIENT appears likely to become compelled, or in the opinion of counsel prudently should, according to law, regulation, or judicial, administrative or governmental proceeding, disclose any of DISCLOSER's CONFIDENTIAL INFORMATION, so that DISCLOSER, at its expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. RECIPIENT shall reasonably cooperate with DISCLOSER in connection with seeking such a court order or other remedy as DISCLOSER may reasonably request, at DISCLOSER's expense; and

Treat any doubtful information as confidential and proprietary until any doubts concerning its nature are resolved after reasonable inquiry.

No RECIPIENT will disclose any CONFIDENTIAL INFORMATION of the DISCLOSER to third parties or to employees of the RECIPIENT, other than the RECIPIENT's employees, legal counsel, accountants and other agents who are required to have the information in order to carry out the discussions regarding a possible Relationship.

No RECIPIENT will disclose any CONFIDENTIAL INFORMATION of the DISCLOSER to the Receiving Party's affiliates, unless such affiliates are covered by the confidentiality obligations of this Agreement, without having obtained prior written permission to do so from the DISCLOSER. Neither PARTY will perform or attempt to perform any composition analysis, reverse engineering, or similar actions on any proprietary samples or confidential materials supplied under this Agreement, unless such analysis is specifically agreed to in writing by the PARTIES.

No RECIPIENT will incorporate or include or permit to be incorporated or included any CONFIDENTIAL INFORMATION of a DISCLOSER in any claim in any patent application filed by a Receiving Party or any person to whom the RECIPIENT has disclosed the DISCLOSER's CONFIDENTIAL INFORMATION. Each Receiving Party will have or has had employees, legal counsel, accountants and other agents to whom CONFIDENTIAL INFORMATION of a DISCLOSER is disclosed or who have access to CONFIDENTIAL INFORMATION of the DISCLOSER, sign a nondisclosure or similar agreement in content

substantially similar to this Agreement, or otherwise will ensure that such person is bound to keep such information confidential at a minimum to the extent set forth herein and shall be liable for any breach of this Agreement by any such person. At the request of the DISCLOSER, the RECIPIENT will promptly notify the DISCLOSER in writing of the names of the persons to whom the DISCLOSER's CONFIDENTIAL INFORMATION will be or has been disclosed.

The RECIPIENT agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of CONFIDENTIAL INFORMATION of the DISCLOSER in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the RECIPIENT utilizes to protect its own CONFIDENTIAL INFORMATION of a similar nature.

Nothing in this Agreement shall prevent a PARTY from using its own CONFIDENTIAL INFORMATION. Subject to the terms of this Agreement, any of the PARTIES can develop or sell products or improvements of products which incorporate its CONFIDENTIAL INFORMATION so long as the other PARTY's CONFIDENTIAL INFORMATION is not used in the development of those products or improvements.

The RECIPIENT (a) promptly notify DISCLOSER upon learning about any court order or other legal requirement that purports to compel disclosure of any CONFIDENTIAL INFORMATION and (b) cooperate with the DISCLOSER in the exercise of the DISCLOSER's right to protect the confidentiality of the CONFIDENTIAL INFORMATION before any tribunal or governmental agency. The RECIPIENT may comply with any such court order or other legal requirement, but any information so disclosed shall continue to be treated as CONFIDENTIAL INFORMATION hereunder.

CL.8.3 Upon DISCLOSER's written request, the RECIPIENT shall forthwith return any and all Information along with any copies, variations or derivative works, materials, whether or not authorized, and/or provide a corporate officer's written certification that all notes, memoranda, analyses, reports, evaluations or other documents or data created, developed, modified or otherwise generated by RECIPIENT or at its request, involving Information whether in tangible form or in electronic or magnetic storage format, have been destroyed. However the RECIPIENT shall be entitled to retain a copy of the Information for compliance with statutory requirement.

CL.8.4 RECIPIENT has no obligation to preserve the confidential or proprietary nature of information which:

- a. Is already known to RECIPIENT, as evidenced by a writing dated prior to disclosure
- b. Is or becomes generally known to the public at large through DISCLOSER's own actions or no wrongful act of the RECIPIENT;
- c. Is received from a third party without either an obligation of non-disclosure or breach of an obligation of confidentiality in such third party's receipt or transmission of the information
- d. Is independently developed by it or for it by third parties or affiliates, which third parties have not had any access whatsoever to the information; or
- e. Is approved in advance for release by written authorization of an officer of DISCLOSER.



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CL.8.5 The obligations and responsibilities of confidentiality clause and intellectual property clauses of this Agreement will survive the term of this Agreement.

CL.9 UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED

CL.9.1 Both PARTIES to this Agreement will have the right (without obligation) to secure, by giving a 30-day written notice to the other, the exclusive commercialization right for any intellectual property generated from the COLLABORATION under this Agreement. Depending on who first exercises the above option to commercialize the intellectual property regarding inventions generated from the COLLABORATION under this Agreement, JNCASR or SDUAHER shall have rights to commercially exploit/use/license such intellectual property, provided such option is exercised by a PARTY within 12 months of completion of the COLLABORATION or the expiration/termination of this Agreement under Clause 11.

CL.9.2 Upon the exercise of the option by JNCASR or SDUAHER to commercially exploit/use/license the intellectual property regarding Inventions generated from the COLLABORATION, the revenues/royalty accrued from such licensing of the intellectual property will be shared between JNCASR and SDUAHER in the ratio as per Clause 4 and Clause 7 of this Agreement.

CL.9.3 In the event of JNCASR Principal Investigator's exploring, inventing or discovering results other than the specific objectives of the COLLABORATION during the work envisaged under the Agreement, JNCASR shall retain absolute rights on such results. JNCASR shall first offer such results to SDUAHER on negotiated terms by entering into a separate agreement. In case SDUAHER do not accept the offer, JNCASR shall be free to release such results to other parties without any obligations to SDUAHER.

CL.9.4 The Agreement arrived at between the PARTIES hereto for the utilization of the intellectual property and CONFIDENTIALITY shall survive the termination of the Agreement unless any of the PARTY renounces the intellectual property sharing and intellectual property protection.

CL.9.5 The mechanism of licensing the IP generated out of this collaboration is to be decided on case-to-case basis by the parties. However, the parties should ensure the availability of the final product in Indian market at affordable rates and preference will be given to Biotech SMEs for manufacturing in India.

CL.10 FORCE MAJEURE

CL.10.1 Neither JNCASR nor SDUAHER shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such events, the PARTY affected thereby shall give a notice in writing to the other within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the PARTIES shall jointly decide about the future course of action.

CL.11 EFFECTIVE DATE, DURATION AND TERMINATION OF AGREEMENT

CL.11.1 The Agreement shall be effective from the Effective Date and shall remain in force for a period of 40 months from the said date.



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CL.11.2 The Agreement shall terminate on the expiry of the period, as in clause CL.11.1 unless extended by both the PARTIES.

CL.11.3 During the tenure of the Agreement, PARTIES hereto can terminate the Agreement either for breach of the terms and conditions of the Agreement or otherwise by giving ONE month notice in writing to the defaulting PARTY. Failure of either PARTY to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of right to terminate this Agreement.

CL.11.4 In the event of termination of the Agreement vide clause 11.3, the rights and obligations of the PARTIES thereto shall be settled by mutual discussion; the financial settlement shall take into consideration within a period of not more than 3 months; not only the expenditure incurred but also the expenditure committed by the PARTIES hereto.

CL. 12 NOTICES

CL.12.1 All notices and other communications required to be served to SDUAHER under the terms of this Agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to SDUAHER at its last known address of business. Similarly, any notice to be given to the JNCASR shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the JNCASR at its registered address in Jawaharlal Nehru Centre for Advanced Scientific Research, Rachenahalli Lake Rd, Jakkur, Bengaluru, Karnataka 560064.

CL.13 AMENDMENTS TO THE AGREEMENT

CL.13.1. No amendment or modification of this Agreement 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 an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

CL.14 ASSIGNMENT OF THE AGREEMENT

CL.14.1 The rights or/and liabilities arising to any JNCASR and SDUAHER to this Agreement shall not be assigned except with the written consent of the other PARTIES and subject to such terms and conditions as may be mutually agreed upon.

CL.15 ARBITRATION

CL.15.1 Except as herein before provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each PARTY to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both PARTIES. The arbitration proceedings shall be conducted at Bengaluru, Karnataka, and the same shall be governed by the provisions of the Arbitration & Conciliation Act, 1996, or any statutory modification as may be then in force. The language of Arbitration shall be English.


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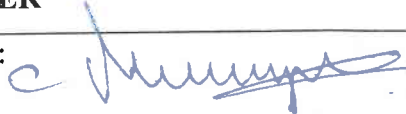



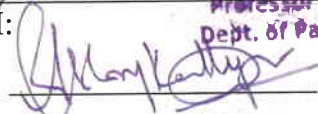
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CL.16 GOVERNING LAWS AND JURISDICTION

CL.16.1 The terms and conditions of this agreement shall be governed and interpreted in accordance with the laws of India.

SEAL OF PARTIES

In witness whereof, the undersigned, duly authorized thereto, have signed this MOU on this day, 25th November 2024.

For Authorized Officials. JNCASR	For Authorized Officials. SDUAHER
Signature:  Name: Mr. Joydeep Deb Designation: Administrative Officer Date: <u>जोयदीप देब / JOYDEEP DEB</u> <u>प्रशासनिक अधिकारी / ADMINISTRATIVE OFFICER</u> Seal: <u>जवाहरलाल नेहरू उन्नत वैज्ञानिक अनुसंधान केंद्र</u> <u>JAWAHARLAL NEHRU CENTRE FOR ADVANCED SCIENTIFIC RESEARCH</u> <u>जलक संकेत - 560 064 / JAKKUR, BANGALORE - 560 064.</u>	Signature:  Name: <u>DR. MUNIN NARAYANA C</u> Designation: <u>Registrar</u> Date: <u>5-12-2024</u> Seal: <u>Sri Devaraj Urs Academy of Higher</u> <u>Education and Research</u> <u>Tamaka, Kolar - 563 103.</u>
PI at JNCASR: Signature:  Name: Prof. Tapas Kumar Kundu Designation: Professor, MBGU Date:	PI at SDUAHER: Signature:  Name: Dr. K S Gopinath Designation: Surgeon Date:
Witness-I: Signature: <u>Kruthi H.T</u> Name: <u>KRUTHI H.T</u> Designation: <u>Project Technical officer</u>	Witness-I: Signature:  Name: <u>Dr. Kalyani R</u> Designation: <u>Dr. Dr. Kalyani R.</u> <u>MD (Path), Ph.D, FIMS, FICP, FIANS, FIMSA, FK</u> <u>R&D, SDUAHER, Kolar</u> <u>Director</u> <u>Research and Development Cell, SDUAHER</u> <u>Professor & Former Head</u> <u>Dept. of Pathology, SDUMC</u>
Witness-II: Signature: <u>Supriya Varsha Bhagat</u> Name: <u>Supriya Varsha Bhagat</u> Designation: <u>Ph.D. student</u>	Witness-II: Signature:  Name: <u>ABHAY K. KATTEPUR</u> Designation: <u>PROF. SURG. ONCOLOGY</u>
