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First Party	:	REGISTRAR SDUAHER TAMAKA KOLAR
Second Party	:	MALLIPATHRA NUTRACEUTICAL PVT LTD BANGALORE
Stamp Duty Paid By	:	REGISTRAR SDUAHER TAMAKA KOLAR
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MEMORANDUM OF UNDERSTANDING

BETWEEN

Sri Devaraj Urs Academy of Higher Education and Research, Kolar

AND

Mallipathra Nutraceutical Pvt Ltd, Bangalore

FOR

COLLABORATIVE RESEARCH AND ACADEMIC ACTIVITIES

For Mallipathra Nutraceutical Pvt. Ltd.

Director

Registrar
Sri Devaraj Urs Academy of Higher Education and Research
Kolar - 563 103.

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This Memorandum of Understanding (MoU) is made and entered into by and between **Sri Devaraj Urs Academy of Higher Education and Research, Kolar** (hereinafter referred to as "SDUAHER") specifically its Department of Clinical Nutrition and Dietetics ((hereinafter referred to as "CND"), and **Mallipathra Nutraceutical Pvt Ltd, Bangalore** (hereinafter referred to as "Mallipathra"). This MoU establishes the broad framework for joint research and academic collaboration in various areas of mutual interest.

PREAMBLE

SDUAHER is a Deemed-to-be University, founded in 1986, with a strong emphasis on medical education, healthcare services, and interdisciplinary research. It was established under the Sri Devaraj Urs Educational Trust for Backward Classes, led by Late Shri R L Jalappa, (Ex member of parliament) to provide quality medical education and social services. The university has received accreditation from NAAC and ISO 9001:2000 certification, demonstrating its commitment to excellence in education, research, and patient care.

SDUAHER was conferred Deemed-to-be University status by the Ministry of Human Resource Development, Government of India, in 2007. Since then, it has expanded its curriculum, research, and infrastructural facilities, with special emphasis on genetic research, clinical nutrition, molecular diagnostics, disease prevention, and public health initiatives.

Research Infrastructure at SDUAHER

SDUAHER operates state-of-the-art Genomic and Central Research Facilities, housing sophisticated equipment for cytogenetic and molecular diagnostics, particularly in congenital anomalies, genetic disorders, infectious diseases, and nutrigenomics. It also houses specialized Clinical Nutrition and Dietetics Laboratories dedicated to metabolic studies, nutraceutical research, and therapeutic interventions. The university fosters research through its Junior Research Fellowship (JRF) and Seed Grant Schemes, supporting young researchers and faculty in conducting high-impact studies. Additionally, SDUAHER collaborates with national and international institutions, enhancing research output and interdisciplinary innovations.

SDUAHER is also equipped with a dedicated Research Cell, which streamlines research proposals, funding applications, and ethics approvals. The university has successfully obtained funding from ICMR, DBT, DST, and UGC for various interdisciplinary research projects. It operates a Medical Simulation and Skill Development Center, which integrates clinical training with research to improve healthcare outcomes. Furthermore, SDUAHER's Centre for Translational Medicine bridges the gap between laboratory research and clinical applications, fostering innovation in diagnostics and therapeutics. The university has also introduced community-based research programs, particularly focusing on epidemiology, nutrition, and non-communicable **diseases**, ensuring that research translates into public health benefits.

About Mallipathra Nutraceutical Pvt Ltd

Mallipathra Nutraceutical Pvt Ltd, founded in 2016, is a biotechnology-driven company specializing in the cultivation and commercialization of Cordyceps, one of the world's most valuable medicinal mushrooms. Mallipathra Nutraceutical specializes in scientifically formulated onco-nutrition, leveraging the therapeutic potential of Cordyceps, a rare medicinal mushroom known for its immunomodulatory, anti-inflammatory, and anti-tumor properties.

For Mallipathra Nutraceutical Pvt. Ltd.

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Rich in cordycepin, polysaccharides, and β-glucans, Cordyceps exhibits potent apoptotic and cytotoxic effects on malignant cells while enhancing cellular energy metabolism and immune resilience—critical factors in cancer care. Mallipathra's patented cultivation technology ensures a pure, vegetarian, and bioavailable Cordyceps, making it a functional adjunct in onco-nutrition by mitigating chemotherapy-induced fatigue, oxidative stress, and immune suppression, thereby supporting overall recovery and quality of life. Recognized for its therapeutic benefits in treating cancer, liver disorders, respiratory ailments, and diabetes, Cordyceps is widely studied in traditional and modern medicine. Mallipathra has pioneered an innovative cultivation process that reduces the natural growth cycle of Cordyceps from 365 days to 60 days, ensuring a high concentration of active ingredients. The company operates a DSIR-certified R&D facility and a WHO-GMP, ISO 9001:2015, and FSSAI-certified production unit, ensuring the highest quality standards. During the COVID-19 pandemic, Mallipathra's Cordyceps-based products gained significant recognition when launched by Dr. Renu Swarup (DBT) and Dr. Ashwath Narayan (Dy CM, GoK). The company has received multiple prestigious awards, including the National Startup Award 2022 and the BIRAC Innovator Award 2020 for its contributions to healthcare and biotechnology.

ARTICLE 1 - Scope of Collaboration

1. **Joint research projects between Department of Clinical Nutrition and Dietetics and Mallipathra Nutraceutical Pvt Ltd,** specifically focusing on Mallipathra's scientifically formulated onco-nutrition leveraging the therapeutic potential of Cordyceps
2. **Exchange of faculty, researchers, and students** for collaborative research and academic interactions.
3. **Access to facilities** at both institutions, subject to their respective policies and regulations.
4. **Joint applications for research funding** from national and international funding agencies.
5. **Development of specialized nutraceutical formulations** for disease management and health benefits.

ARTICLE 2 - Intellectual Property Rights (IPR)

1. Research findings may be jointly published in national and international journals with mutual consent.
2. Intellectual property developed under this collaboration shall be jointly owned and protected. The cost of patent filing and IPR protection shall be shared equally by both institutions.
3. Any commercial benefits arising from the research will be shared based on mutually agreed terms.

For Mallipathra Nutraceutical Pvt. Ltd.

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ARTICLE 3 - Governance & Implementation

1. A joint committee with representatives from both institutions shall oversee the implementation of this MoU.
2. Regular meetings shall be conducted to review progress and address challenges in collaborative projects.
3. Both parties shall adhere to ethical research guidelines and compliance requirements.

ARTICLE 4 - Exchange of Resources

1. Faculty, research scholars, and students from both institutions may be exchanged for specific projects.
2. Joint organization of **seminars, workshops, and symposia** to facilitate knowledge sharing.
3. Access to laboratory facilities and sophisticated equipment at both institutions for collaborative research.

ARTICLE 5 - Financial Considerations

1. Both institutions will jointly seek funding for collaborative projects.
2. Any financial arrangements for specific projects will be determined through separate agreements.
3. Funding from external agencies will be managed as per mutually agreed terms.

ARTICLE 6 - Duration & Termination

1. This MoU shall be valid for a period of **Three (3) years** from the date of signing.
2. It may be extended by mutual agreement in writing.
3. Either party may terminate this MoU with a **three-month prior written notice**, provided ongoing projects are completed or suitably transferred.

ARTICLE 7 - Dispute Resolution

Any disputes arising under this MoU shall be resolved through mutual consultation. If unresolved, the matter shall be referred to arbitration under the **Indian Arbitration & Conciliation Act, 1996**, with arbitration proceedings conducted in **Bangalore**.

ARTICLE 8 - Governing Law

1. This MoU shall be governed by and construed in accordance with the laws of **India**.
2. The jurisdiction for all legal proceedings shall be **Bangalore, Karnataka**.

ARTICLE 9 - General Provisions

1. Both institutions are free to enter into similar agreements with other entities.

For Mallinathra Nutraceuticals Pvt. Ltd.

Director

Registrar
Sri Devaraj Urs Academy of Higher Education and Research

2. This MoU does not create any financial obligations unless explicitly agreed upon in subsequent agreements.
3. This MoU shall not be modified except by mutual written agreement of both parties.

ARTICLE 10 - Other Terms and Conditions

1. **Confidentiality Clause:** Both parties agree to maintain the confidentiality of sensitive research data and proprietary information shared during the collaboration. Any publication or disclosure of findings must be jointly approved.

2. **Ethical Compliance:** All research and academic activities must comply with ethical guidelines set by **ICMR, DBT, FSSAI, and institutional ethics committees** to ensure responsible research conduct.

3. **Liability and Indemnity:** Neither party shall be liable for indirect, incidental, or consequential damages arising from the collaboration. Both institutions agree to indemnify each other against legal claims related to negligence, misconduct, or unauthorized use of proprietary information.

4. **Publication Approval:** Any research findings resulting from the collaboration must receive joint approval before publication or public dissemination to protect intellectual property and research integrity.

5. **Use of Logos and Branding:** Both institutions must obtain prior written approval before using each other's names, logos, or branding for promotional purposes or commercial activities.

6. **Force Majeure:** Neither party shall be held liable for failure to fulfill obligations under this MoU due to unforeseen circumstances such as natural disasters, war, pandemics, or government regulations.

7. **Amendments:** Any modifications to this MoU must be made in writing and signed by authorized representatives of both institutions.

8. **Non-Exclusivity:** This MoU does not prevent either party from entering into similar agreements with other entities, provided that such collaborations do not conflict with the terms of this agreement.

9. **Termination Clause:** Either party may terminate this MoU with **three months' prior written notice**, ensuring that any ongoing projects are either completed or suitably transitioned.

10. **Conflict Resolution:** In case of any disputes beyond arbitration, both parties agree to seek mediation before pursuing legal action.

GENERAL MSME COMPANY RESPONSIBILITIES INCLUDE:

1. Prepare and share **study protocol drafts** and ensure alignment with regulatory requirements.

2. Provide necessary **research materials, equipment, and technology** required for collaborative studies.

For Mallinathas Nutraceutical Pvt. Ltd.

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Tamaka, Kolar - 563 103,

3. Ensure compliance with **regulatory and quality assurance standards**, including FSSAI, ISO, and GMP certifications.
4. Facilitate **training programs, workshops, and hands-on sessions** for institutional researchers and students.
5. Assist in **data analysis, report generation, and documentation** for research projects.
6. Acknowledge the **INSTITUTE** as a collaborator in relevant external and internal communications, including journal publications, websites, and social media posts, after prior review and approval.
7. Provide periodic **progress reports and updates** on the research projects undertaken in collaboration.
8. Ensure that any proprietary research tools, formulations, or methodologies provided to the institution are used exclusively for the agreed-upon research purposes.
9. Support commercialization efforts where applicable, ensuring equitable benefit-sharing agreements in line with the intellectual property framework.

THE INSTITUTION/INVESTIGATORS HEREBY UNDERTAKE AS FOLLOWS:

1. Obtain necessary **institutional ethics clearance** for the field tests.
2. Organize and execute **health camps** as per the **INSTITUTE's schedule and budget**, ensuring adherence to the approved study protocol.
3. Acknowledge the **MSME COMPANY** as a collaborator in relevant internal and external communications, including journal publications, websites, and social media posts, after prior review and approval.
4. Provide **clinical data** of the subjects identified in the study cohorts, ensuring appropriate consent as per the study protocol requirements.
5. Ensure **preparation, maintenance, and storage** of study documents throughout the study period and archive them as per project requirements.
6. Share the **Standard Operating Procedures (SOPs)** with the **MSME COMPANY** to maintain consistency in research methodologies.
7. Require each investigator involved in the study to enter into a **Confidentiality Agreement** with the **MSME COMPANY** before the disclosure of any confidential information.
8. Provide **access to relevant institutional research facilities** for the execution of collaborative research projects.
9. Assist in the **dissemination of research findings** through academic conferences, scientific publications, and industry forums.
10. Support MSME in achieving **regulatory approvals, clinical validations, and pilot studies**, if applicable, to advance research outcomes.

For Mallipathra Nutraceutical Pvt. Ltd.

Director

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Tamaka, Kolar - 563 103.

SIGNATORIES

In witness whereof, the authorized representatives of SDUAHER and Mallipathra Nutraceutical Pvt Ltd have signed this MoU on this **[DATE]**.

For Sri Devaraj Urs Academy of Higher Education and Research

Name:

Registrar
Sri Devaraj Urs Academy of Higher Education and Research
Tamaka, Kolar - 563 103.

Designation:

For Mallipathra Nutraceutical Pvt Ltd

For Mallipathra Nutraceutical Pvt. Ltd.
Director

Name: Dr. Mousumi Mondal

Designation: Founder & Director.

Witnesses:

1. Name & Designation 26.4.25

2. Name & Designation ASHWATHY. S. DAS 26/4/25
Cofounder, Someya Kitchen Pvt Ltd.