



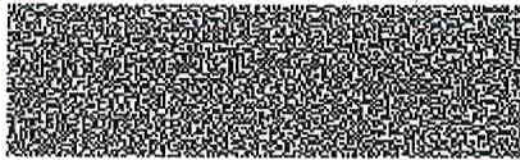
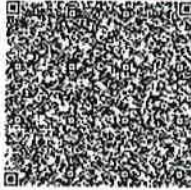
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA90533474664005W
Certificate Issued Date : 10-Dec-2024 10:13 AM
Account Reference : CSCACC (GV)/ kacscg07/ KA-KOGN1382/ KA-KO
Unique Doc. Reference : SUBIN-KAKACSCG0720709025387618W
Purchased by : SDUAHER TAMAKA KOLAR
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : SDUAHER TAMAKA KOLAR
Second Party : SHANMUKHA INNOVATIONS PVT LTD BENGALURU
Stamp Duty Paid By : SDUAHER TAMAKA KOLAR
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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MEMORANDUM OF UNDERSTANDING

This AGREEMENT is executed on December 11, 2024 (“Execution Date”) and is applicable with immediate effect December 11, 2024 (“Effective Date”).

BY AND BETWEEN

Sri Devaraj Urs Academy of Higher Education & Research (SDUAHER), a university established under the provision of Section 3 of the University Grants Commission Act, 1956, having its registered office at Tamaka, Kolar - 563 103, Karnataka, India, represented by its authorized signatory

Statutory Alert: Bangalore-54

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1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
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Sri Devaraj Urs Academy of Higher Education and Research
Tamaka, Kolar - 563 103.

Dr. Muninarayana C., the Registrar (hereinafter referred to as "INSTITUTE", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PARTY**.

And

ShanMukha Innovations Private Limited, a MSME *In-vitro* diagnostics product design and development company having its office at 2nd Floor, Ram Thulasi Chambers, MS Ramaiah Road, Mathikere, Bangalore - 560 054, Karnataka, India, represented by its authorized signatory, **Mr. Arun Balasubramanian** (hereinafter referred to as the "MSME COMPANY", which expression shall unless repugnant to the meaning and context thereof be deemed to mean and include its successors in interest and permitted assigns) of the **SECOND PARTY**.

INSTITUTE, MSME COMPANY shall be individually referred to as "Party" and collectively as "Parties" as the context may require.

WHEREAS both the Parties are willing to collaborate for the purpose of clinical performance evaluations and field-testing activities in and around Kolar and **IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

I. SCOPE

The collaboration shall cover the following specific areas of work

- 1) Field tests through health camps conducted by the INSTITUTE

II. MSME COMPANY RESPONSIBILITIES INCLUDE:

- 1) Prepare and share study protocol drafts
- 2) Provide HPOS device and kits required for the field testing of sickle cell anemia, Thalassemia and Total Hb estimation on Free of Cost basis.
- 3) Acknowledge INSTITUTE as collaborators in relevant external and internal communications such as journal publications, website, social media posts after prior review and approval.

III. 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 INSTITUTE schedule, budget including the approved study protocol.
- 3) Acknowledge MSME COMPANY as collaborators in relevant internal and external communications such as journal publications, websites, social media posts after prior review and approval.
- 4) Provide clinical data of the subjects identified in the study cohorts with appropriate consent as per the study protocol requirement.
- 5) Preparation, Maintenance, Storage of the Study Documents during the study period and Archiving of the Documents as per the Project requirements.
- 6) Sharing of the Standard Operating Procedures (SOPs) with the MSME COMPANY.

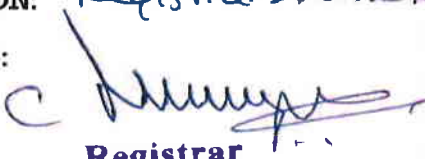



- 7) Each of the Investigators shall enter into a separate Agreement of Confidentiality with the MSME COMPANY prior to the disclosure of confidential information.

IV. OTHER TERMS AND CONDITIONS:

- 1) This MoU shall remain in force for 3 (Three) years and may be extended for an additional period by agreement of Parties, unless otherwise expressed by one of the Parties and communicated at least three months before the expiry date of this Agreement.
- 2) The provisions of this MoU shall remain in effect until it is terminated. The MoU cannot be terminated during an ongoing evaluation.
- 3) The MoU can be terminated by providing a prior written notice of three months with mutual consent by all the Parties.
- 4) The MoU shall be governed by the laws of India, under the exclusive jurisdiction of Courts in Bangalore.
- 5) Subject to the terms of this MoU, the Parties agree 'that the rights and obligations of the Parties hereunder shall be non-exclusive'.
- 6) The relationship between both the Parties to this MoU shall be on a principal-to-principal basis and no agency relationship nor financial liability created between the Parties.
- 7) This MoU shall ensure the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns but shall not be assignable by any Party except with the written consent of the other Party. In the event of any such assignment with the consent of the other Party, the transferor or assignor shall remain obligated to perform its own obligations and in addition shall be jointly and severally liable for the proper performance of the obligations of the transferee or assignee pursuant to this MoU.
- 8) This MoU shall be governed by and construed in accordance with the laws of India. The Parties agree that the competent courts and tribunals at Bangalore, Karnataka, India shall have exclusive jurisdiction with respect to the subject matter hereof.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

<p>For Sri Devaraj Urs Academy of Higher Education and Research</p> <p>NAME: Dr MUNINARAYANA - C</p> <p>DESIGNATION: Registrar SQUAHER</p> <p>SIGNATURE: </p> <p>Registrar Sri Devaraj Urs Academy of Higher Education and Research Tamaka, Kolar - 563 103.</p>	<p>For ShanMukha Innovation Private Limited</p> <p>NAME: ARUN BALASUBRAMANIAN</p> <p>DESIGNATION: DIRECTOR</p> <p>SIGNATURE: B. Arun</p> <p></p>
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