

MEMORANDUM OF AGREEMENT

M.1.1 This MEMORANDUM OF AGREEMENT (MoA) is made and entered into force on this day **29th April, 2020** between Malla Reddy Health City (**MRHC**) under Chandramma Educational Society (**CES**), situated at Quthbullapur, Suraram-500055, Hyderabad, Telangana State comprising of Malla Reddy Institute of Medical Sciences, Malla Reddy Medical College for Women, Malla Reddy Institute of Dental Sciences and **Malla Reddy Dental College for Women** (hereafter referred as “**MRHC**”) which expression shall where the context so admits mean and include its successors, representatives and permitted assigns of the First part,

And

M.1.2 **International Institute of Information Technology Hyderabad** Foundation, located at the Professor CR Rao Rd, Gachibowli, Hyderabad, Telangana 500032, mentioned above herein after referred to as ‘**IIIT-H**’ which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns of the other part.

M.2. Preamble:

1M.2.1. Whereas CES (Chandramma Educational Society) is a registered charitable society registered under the Indian Societies Act-1882, Reg no. 1310/2002. The Malla Reddy Health City under the society is running 04higher Education institutions in Telangana with student strength of 3168 and around 1000 faculty members. The Institutions under the society offer various courses from kindergarten to post graduation, with its registered office at CES, Sy.No.59, New Bowenpally, Secunderabad, Hyderabad - 500011, Telangana State.

The higher education and research campus (MRHC) established by the society in Medchal district, Telangana houses Malla Reddy Institute of Medical Sciences, Malla Reddy Medical College for Women, Malla Reddy Institute of Dental Sciences and Malla Reddy Dental College for Women.

M.2.2 IIIT-H is incorporated as a society registered under the AP Societies Registration, 2001. IIITH is a tech incubator with a decade of rich experience in fostering deep-tech communities that create and scale technologies like med tech, tech4social, visual informatics, data engineering, machine learning, language technologies, gaming and robotics.

M.3.Scope of Work and Responsibilities:

M.3.1 Both parties agree to contribute relevant resources and strengths pursuant to its commitment and in furtherance of objectives of this MoA. The two Institutes after considering their objectives and strengths have agreed:

- To have an understanding for collaboration in
 - Clinical Research in Medical Technology, Diagnosis, Disease Mechanism, Drug Discovery and Health Epidemiology,
 - Innovation and Entrepreneurship.
 - Joint academic and professional program/workshop.

➤ Extending the instrumentation facility mutually for both researchers and faculty in both the institutions to carry out the said work in all the three components mentioned above;

➤ **Publish papers, generate IPR, benefitting both the Institutions;**

➤ **Hosting and supporting innovators and entrepreneurs in incubation center;**

M.3.2. Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of each specific project under this MoA separately.

M.3.3. A four Member Steering Committee shall be constituted with two members each nominated by **MRHC and IIT-H** to identify and co-ordinate the specific areas/activities under this MoA and finalize the terms and conditions thereof.

M.4. Confidentiality and IPR-Protection

M.4.1 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 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 the work.

The obligations that are created under this MoA on either party as well as through subsequent relevant agreements on either party shall be duly discharged during the term of the MoA and agreement and after their expiry/termination.

M.4.2 Both parties can seek intellectual property rights on joint names of the parties as mutually agreed on case to case basis.,

M.4.3. **Intellectual property generated during the activities under the MoA shall be shared jointly. The parties proportionally to their respective intellectual,**

material and financial contributions shall share the extent of ownership. 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 Steering Committee.

M.5 Publication & Patent

M.5.1 Publications & patents, if any, in respect of the activity under this MoA shall be in the names of involved personnel from both the parties. The authorship order should be given according to preference of the work done and its importance to that outcome. In all publications (papers, reports, etc..) it will be duly acknowledged that the work has been carried out by/in **MRHC** and **IIIT-H** under this MoA between the parties.

M.6 Funds and ownership of collaborative programs

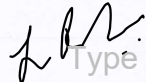

M.6.1 **Funds generated during the activities under the MoA shall be shared/distributed jointly. The parties proportionally to their respective intellectual, infrastructure and financial contributions shall share the extent of ownership.** The expenditure incurred and to be incurred for the maintenance of collaborative program shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the Steering Committee.

M.7 Duration

This Memorandum of Understanding shall be **valid for a period of five years from the date of signing** of the same and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon.

M.8 Termination

Notwithstanding clause 7, either of the participating parties may terminate this MoA by giving three months' notice in writing to the other party. Either of the parties shall honor within a mutually agreed period, the outstanding commitments, if any, as on the date of termination.

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M.9 Notices

M.9.1 All notices and other communications required to be served on MRHC under the terms and this MoA, shall be considered to be duly served, if the same is delivered at or posted by email or registered mail to the “**Concerned Department, Malla Reddy Health City, Quthbullapur, Suraram, Hyderabad, Telangana State, India**”. Similarly, any notice to be given to the IIT-H shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the “**Concerned Department, International Institute of Information Technology, Professor CR Rao Rd, Gachibowli, Hyderabad, Telangana 500032**”.

M.9 Arbitration

9.1 In the event of any dispute or difference between the parties hereto, such differences shall be resolved amicably by mutual consultation. Where it could not be resolved so, then it shall be referred to arbitration of two Arbitrators, one to be appointed by each party to the dispute and in case of difference of opinion between the said two Arbitrators, then to an umpire appointed by the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators or umpire and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996.

M.10 Jurisdiction

All legal disputes shall be subjected to the jurisdiction of the courts at Hyderabad, Telangana state only.

M.11 Modification

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

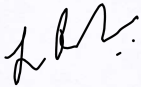
M.12 Force Majeure

Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, acts of God or other causes beyond control of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this, the Memorandum of Agreement on **29th April, 2020.**

For and on behalf of

IIIT-H



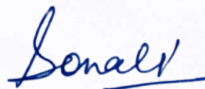
**Prof. Ramesh Loganathan,
IIIT- Hyderabad Foundation
Professor CR Rao Rd, Gachibowli,
Hyderabad, Telangana 500032**

For and on behalf of

MRHC



**Dr. Ch Bhadra Reddy
Chairman, Malla Reddy Health City
Quthbullapur, Suraram,
Hyderabad - 500055**



Witnesses (Name & Address)

Dr Sonali Khanra
Head,
MedTech Ojas Bioincubator
CIE, IIIT Hyderabad



Witnesses (Name & Address)

**Dr. KRANTI KIRAN REDDY.
DIRECTOR FOR RESEARCH
MALLA REDDY HEALTH CITY.**