



**ATAL INCUBATION CENTRE
CENTRE FOR CELLULAR
& MOLECULAR BIOLOGY**

SUPPORTED BY ATAL INNOVATION MISSION, NITI AAYOG



MALLA REDDY HEALTH CITY

Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on this date **1st December 2020**

By and 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,

Atal Incubation Centre - Centre for Cellular and Molecular Biology (AIC-CCMB) of Centre for Cellular and Molecular Biology (CSIR-CCMB), established under the Atal Innovation Mission (AIM) of NITI Aayog, Government of India (hereinafter referred to as 'AIC-CCMB', which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted) party of the Second Part;

AIC-CCMB is a specialised incubator in biotechnology and life sciences and healthcare start-ups with a deep focus on core biological research and industrialization of products and processes. AIC – CCMB located at: 3rd floor, Medical Biotechnology Complex, Annex II, Centre for Cellular & Molecular Biology, IDA Uppal, Genpact Road, Habsiguda, Hyderabad – 500039, Telangana

AND

Malla Reddy Health City is established with a mission to deliver public health education and training, pursue research and advocacy and support policy development, as aligned to the public health priorities of the state and the nation.

Malla Reddy Health City -Hyderabad is located at Survey No. 137 & 139, Suraram X Roads, Jeedimetla, Quthbullapur, Hyderabad- 500055, Telangana

are entering into a Memorandum of Understanding to jointly work towards help and foster social entrepreneurship through specific healthcare innovation & immersion programs and other knowledge exchange programs in healthcare.

This MoU is being entered into by the two parties to set forth the terms and understandings to achieve the purpose as detailed below.



Purpose and scope of the MoU

The Purpose and scope of the MoU is

1. To work closely with MRHC, to help startups, researchers and students for social and rural immersion in the healthcare area, jointly nurture them to develop affordable, socially-relevant products and services.

This MoU is a statement of intent to collaborate and facilitate exchange of knowledge and capabilities of the immersion fellows and student innovators to achieve the objective of generating ground level information which is sufficient to strengthen the innovative idea towards developing a product or service. The Parties are desirous of reducing the terms of their proposed collaboration in writing and this Memorandum of Understanding ("MoU") sets out the understanding of the Parties' collaboration.

Roles & Responsibilities of the Parties

1. To Share experience and insights with each other to run the respective organizations towards leveraging each other's connections and contacts to enable students, startups and fellows under Social Immersion Innovation Program (SIIP of Biotechnology Industry Research Assistance Council, BIRAC).
2. To support SIIP Fellows through immersion program at MRHC.
3. To connect startups/domain researchers with each other's institutions.
4. To try and explore healthcare acceleration programs.
5. To jointly organize events, hackathons, meetups converging life sciences and technology.

Funding

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 decision by mutual discussion and understanding through separate document(s) on a case to case basis. In that case, taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

Nature of MoU

This MoU is not a legally binding document and serves only as a guideline of the terms of 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.



Article 1

1. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 1.1 All intellectual property held by either Party to this MOU, 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.
- 1.2 All Programme materials that are created, developed by the Parties jointly for the purpose of this MOU shall be owned jointly by both the Parties. Neither of the Parties, shall, while using the Programme Materials in future, represent or declare that the Programme Materials were solely created by it.
- 1.3 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.

Article 2

2. REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

- 2.1 Neither of the Parties shall use the name or logo of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 2.2 None of the terms or provisions of this MoU shall be disclosed by either Party without the prior written approval of the other Party, to any person other than the Party's advisors for purposes of assisting such Party in connection with the Programme (provided that the disclosing Party shall ensure that such advisors shall be under an obligation not to disclose the same to any other person) and unless required by any applicable laws and rules to which the disclosing Party may be subject. Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MoU is in effect.
- 2.3 All information furnished in relation to this MoU by one Party to the other, which is clearly identified as proprietary, sensitive or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MoU, unless such disclosure has been agreed in writing between the Parties.
- 2.4 The provisions of this Article will not apply to any information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by receiving Party from third parties without any breach of confidentiality obligations.
- 2.5 This Article will survive the expiration or termination of this MoU for one (1) year from the date of expiration or termination of this MoU.



Article 3

3. AMENDMENTS

3.1 This MoU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

Article 4

4. TERM AND TERMINATION OF MoU

4.1 This MoU shall commence on the Effective Date and shall remain in force for a period of **three (3) years** or the successful completion of the Social Innovation Immersion Programme (SIIP) (the "Term"), whichever is later. After the expiry of the Term, this MoU shall stand terminated. Both the Parties, may enter into similar MOU/Understanding for future collaborations. If either of the Parties wishes to terminate this MOU, the same may be done by way of 30 days' notice.

4.2 Either Party may at any time, by way of 2 (two) weeks' notice, intimate to other party, its intent of terminating this MOU.

Article 5

5. GOVERNING LAWS

5.1 In respect to its performance in India, this MoU shall be governed by and construed in accordance with the laws of India and enforceable in the Courts of Hyderabad, India.

Article 6

6. ARBITRATION


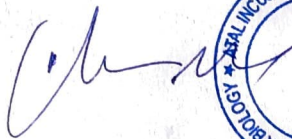
6.1 Any dispute or difference between the Parties with regard to this MoU and all related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably within Thirty (30) days, all such disputes or differences whatsoever, shall be referred to arbitration. The arbitration proceedings shall be conducted in English and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Hyderabad, India. The Parties have agreed that a sole arbitrator shall be appointed mutually by both the Parties. The decision of the arbitrator shall be final and binding on the Parties

IN WITNESS whereof the Parties hereto have caused this MoU to be duly executed and the day and year first abovementioned.



This MoU is hereby executed by:

**Name: Dr. Madhusudhana Rao
Nalam**



(Authorised signatory of AIC-CCMB)

Position: Chief Executive Officer

**Date: 1st December 2020
Place: Hyderabad**

Name: Dr. Bhadra Reddy CH



(Authorised signatory of MRHC-HYDERABAD)

Position: Chairman

**Date: 1st December 2020
Place: Hyderabad**