

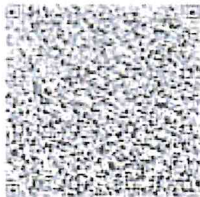
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA50689424920966R
Certificate Issued Date : 30-Nov-2019 03:52 PM
Account Reference : NONACC (FI)/ kacrsf08/ MANGALORE1/ KA-DK
Unique Doc. Reference : SUBIN-KAKACRSFL0818393315505696R
Purchased by : YENEPOYA FOUNDATION FOR TECHNOLOGY INCUBATION
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : YENEPOYA FOUNDATION FOR TECHNOLOGY INCUBATION
Second Party : DR SUSHIL CHOUBEY
Stamp Duty Paid By : YENEPOYA FOUNDATION FOR TECHNOLOGY INCUBATION
Stamp Duty Amount(Rs.) : 50
(Fifty only)



INTEGRATED SCIENTIFIC RESEARCH ACTIVITIES AGREEMENT

This AGREEMENT, as hereunder, is made and entered into on this day, 1st January 2020 (the "Effective Date"), by and between, **Yenepoya Foundation for Technology Incubation** referred to in this MoU as **Sponsor**, represented by the Managing Director of the Incubator/Institution, and **Dr. Shushil Choubey**, an Independent Consultant & Managing Director of Transintegrated Healthcare Private Limited, having the Office at B-10 Jai Durga Nagar, Bhubaneswar 751006, referred to in this MoU as **Consultant**.

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Derlakatte
Mangalore 575 010, Karnataka.



WHEREAS, **Sponsor** is engaged in medical education, biomedical research activities, and has established incubation facility for translating research and supporting startups and **Consultant** possesses the intellectual and technical skills/knowledge as relevant for need analysis, rationale assessment, prioritization, conceptualization, planning, designing, protocol development, project implementation, data processing and management, coordination, evaluation and auditing of such research activities.

AND WHEREAS, **Sponsor** proposes to integrate its scientific knowledge and intelligence with **Consultant** in terms of some or all of the above noted expertise, and **Consultant** agrees to provide such scientific/technical personnel support against mutually agreed terms and compensation package.

NOW THEREFORE, in consideration of the foregoing, **Sponsor** and **Consultant** agree to the terms and conditions set forth below.

1. TERM.

Commencing as of the Effective Date and continuing for a period of 12 months (the "Term"), unless earlier terminated pursuant to the condition as in Clause 4 hereunder, **Consultant** agrees to serve as a team with **Sponsor**. This Agreement may be renewed or extended for any period as may be agreed by the parties.

2. DUTIES AND SERVICES.

Consultant's responsibilities shall be collectively termed as "Integrated Scientific Intelligence (ISI)". **Consultant** shall comply, to the best of its knowledge and ability, all applicable regulatory, scientific, quality and ethical guidelines. The nature of the ISI activities shall be of three kinds – (a) general, (b) non-commercial project specific, and (c) commercial project specific.

(a) The general ISI activities shall broadly include scientific and medical-need analysis for research, rationale assessment, prioritization, conceptualization and planning of research studies, translation of research findings, etc.



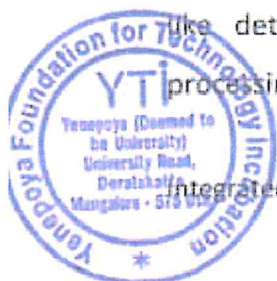
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Mangalore 575 018, Karnataka.

Broadly the consulting services provided by the Consultant shall include the following broad areas identified mutually:

- i) Assessment of the on-going invitro, invivo and toxicological studies to provide guidance, next steps in R&D plans.
- ii) Assessment in prioritization of on-going projects and putting a system of classifying them as high / mid / low priority based on existing status, potential use, regulatory difficulties, etc.
- iii) Assisting both lab projects and medical hospital projects to move quickly into the incubator as an integrated project (translation of research).
- iv) Assist in setting up the system, process and SOP and application for relevant accreditations of Labs, research facilities and the hospital.
- v) Any other based on on-going need assessment.

Towards rendering such general ISI activities, **Consultant** agrees that it's representative(s) or deputed expert(s) will devote up to / at least 30 integrated hours per month participating in direct meetings or online sessions, email responses on issues / problems. It is understood, significant time is expected to be spent by Consultant on background preparatory works particularly as many projects are expected to be of diverse technology, different therapeutic areas, different legal / regulatory classifications, providing advice, instruction or templates for processes and feedbacks and directions on projects. Depending on the need the **Consultant** may be required to make physical visit to the Site of the **Sponsor**. Each such Site visit shall be agreed in advance between the **Consultant** and **Sponsor**. The consulting duties will be scheduled on an as-needed basis, and **Sponsor** will have the responsibility to utilize fully the agreed deployed time of **Consultant** by providing adequate and advanced information to **Consultant**. The compensation, travel and lodging arrangements are described in detail in Part '7' of the agreement.

(b) The non-commercial project specific ISI activities are classified as academic or research related activities which have no direct or indirect commercial interests attached. These activities shall call for further involvement of **Consultant** in the specific project covering areas like detailed planning, designing, protocol development, project implementation, data processing and management, coordination, evaluation and auditing of such research activities



Integrated Scientific Research Activities Agreement

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as the case maybe from project to project. Consultant's involvement/time commitment for non-commercial project specific ISI activities shall form a part of clause 2 (a) and the compensation for such activities will be as described in part 7 of this agreement.

(c) On the other hand, the commercial project specific ISI activities shall include projects of the Incubator or its incubator's affiliates or associated third parties which have either direct or indirect commercial interests. These call for more in-depth involvement of **Consultant** covering areas like detailed planning specific projects, designing, protocol development, project implementation, data processing and management, coordination, evaluation and auditing of such research activities as the case maybe from project to project. For the project specific ISI activities, depending on magnitude and breadth of responsibilities in each project, "*Appendix 1 - Description and Commercial Terms*" will be agreed in writing and signed by **Consultant** and **Sponsor** prior to commencement of each project.

3. EARLY TERMINATION OF THE TERM.

(a) This Agreement may be terminated without cause by either party upon not less than sixty (60) days prior written notice by either party to the other. If **Consultant** voluntarily ceases delivering the "ISI activities", or is terminated for cause, then, in each instance, the retainership fees shall cease and terminate as of such date. Any termination "For Cause" shall be made in good faith by **Sponsor**.

(b) Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which by their terms survive this termination. Upon termination and, in any case, upon **Sponsor's** request, **Consultant** shall return immediately to the **Sponsor** all Confidential Information, as hereinafter defined, and copies thereof.

(c) Based on mutual discussions between the Sponsor and Consultant, part of the contract may be revised and amended, at any time, including any obligation of services and compensation through a written note or email which shall be on records, provided the procedure for written advance notice as in Part 3 (a) is upheld in spirit mutually.



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4. PROPRIETARY RIGHTS.

a) Concept and Ideas. Those concepts and ideas disclosed by the **Sponsor** to **Consultant** or which are first developed by **Consultant** during the course of the performance of activities hereunder and which relate to the **Sponsor's** present, past or prospective research activities, services, and products, all of which shall remain the sole and exclusive property of the **Sponsor**.

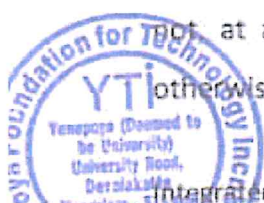
b) Confidential Information. For the purposes of this Agreement, Confidential Information shall mean and collectively include: all information relating to **Sponsor's** or its affiliate's research activities, plans and/or technology of the **Sponsor** or its affiliates including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, clinical protocols, equipment design, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.

b(i) Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (i) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to **Consultant**; (ii) can be demonstrated in writing to have been rightfully in the possession of **Consultant** prior to the disclosure of such information to **Consultant** by the **Sponsor**; (iii) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of **Consultant**; or (iv) is supplied to **Consultant** by a third party without binder of secrecy, so long as that such third party has no obligation to the **Sponsor** or any of its affiliated companies to maintain such information in confidence.

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c) Non-Disclosure to Third Parties. Except as required by **Consultant's** Duties, **Consultant** shall not at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information, Concepts, or Ideas to any third party without

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[Handwritten signature]

the prior written consent of the **Sponsor** which consent may be denied in each instance and all of the same, together with publication rights, shall belong exclusively to the **Sponsor**.

d) Documents, etc. All documents, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to the pricing of the **Sponsor**' products and services, records, notebooks and all other materials containing Confidential Information or information about Concepts or Ideas (including all copies and reproductions thereof), that come into **Consultant**'s possession or control by reason of **Consultant**'s performance of the relationship, whether prepared by **Consultant** or others: (i) are the property of the **Sponsor**, (ii) will not be used by **Consultant** in any way other than in connection with the performance of his/her Duties, (iii) will not be provided or shown to any third party by **Consultant**, and (iv) at the termination (for whatever reason), of **Consultant**'s relationship with the **Sponsor**, will be forthwith returned by **Consultant** to the **Sponsor**.

e) Patents, etc. The **Consultant** agrees that the **Sponsor** is and shall remain the exclusive owner of the Confidential Information and Concepts and Ideas. Any interest in patents, patent applications, inventions, technological innovations, trade names, trademarks, service marks, copyrights, copyrightable works, developments, discoveries, designs, processes, formulas, know-how, data and analysis, whether registerable or not ("Developments"), which **Consultant**, as a result of rendering ISI activities to the **Sponsor** under this Agreement, may conceive or develop, shall: (i) forthwith be brought to the attention of the **Sponsor** by **Consultant** and (ii) belong exclusively to the **Sponsor**.

5. AMENDMENTS.

This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by both parties hereto. Any amendment, consent, decision, waiver or other action to be made, taken or given by the **Sponsor** with respect to the Agreement shall be made, taken or given on behalf of the **Sponsor** only by authority of the **Sponsor**'s authorized signatory.



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6. NOTICES.

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others.

7. COMPENSATION.

(a) In consideration of the background that the Sponsor is based in an academic institute and engaged into biomedical research initiated by the institution and some of its young scientists, a rational and reduced consulting fees is offered and agreed by the Consultant. As agreed, the Sponsor shall make the payment to the Retainer Fees on a 'monthly' basis at a rate of INR 30,000/- per month (Thirty Thousand Indian Rupees) as per the following details:

Sponsor shall make the payment of the Retainer Fee as per the following details:

Account Name: Dr. Shushil Choubey

Account Number: 3755780284

Bank: Central Bank of India, Rasulgarh Chowk Branch, Bhubaneswar

IFCS Code: CBIN0282356

PAN No: AELPC6438H

The Consultant shall generate an invoice at end of each month and as it is necessary to submit details of GST, the Sponsor will make effort to honor the Invoice within 15 days of generation of In-voice by the Consultant. Service Tax / GST / Tax Deduction at source will be as per the applicable Government rates at the time of invoice generation.

(b)Travel Policy: It is expected that the Sponsor may need the physical presence of the Consultant at the R&D site of the Institution, the Sponsor shall notify such requirements at least 15 days in advance so as for the Consultant to keep himself free and block his calendars

for those dates. The Sponsor shall book the flight and lodging arrangement at the Site as per the Institute's Policy.

Integrated Scientific Research Activities Agreement

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(c) Consultant shall be entitled to prompt reimbursement for pre-approved expenses, if any, beyond the agreed consultation fees incurred in discharging the responsibility, in accordance with regular procedures of Sponsor.

Both Sponsor and Consultant hereby affirm that they have no obligations or commitments inconsistent with this Agreement. EXECUTED, under seal, effective as of the Effective Date.

For Sponsor



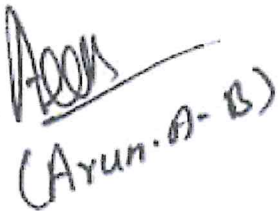
Mr. Yenepoya Mohammed Farhad
Managing Director,
Yenepoya Foundation for Technology Incubation
Deralakatte, Mangalore
Karnataka 575018
Date: 01/01/2020

For Consultant



Dr. Shushil Choubey
Independent Consultant & MD
Transintegra Healthcare Pvt. Ltd.
B-10 Jai Durga Nagar,
Bhubaneswar, Odisha 75100
Date: 01/01/2020

Witness



(Arun. A- B)

Witness



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