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MEMORANDUM OF UNDERSTANDING
BETWEEN
YENEPOYA UNIVERSITY, MANGALORE, INDIA
AND
SENGENICS SDN BHD

(REPRESENTING OXFORD GENE TECHNOLOGY FOR INDIA AND ASIA)

W ATTESTED

Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka

SIGNED ON

30th of March 2015

Office of the Registrar
Yenepoya University, Mangalore
No. 273
Date 13/4/2015

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into and shall be effective as on the 30th day of 2015

BETWEEN

YENEPOYA UNIVERSITY, (Recognized as deemed-to-be- university under section 3(A) of the UGC act) located at University Road, Deralakatte, Mangalore, 575 018, INDIA represented by its Registrar Prof. (Dr.) C.V. Raghuvver (hereinafter referred to as "YU") as the First party

AND

SENGENICS SDN BHD (823880-D) representing Oxford Gene Technology for India & Asia, a company incorporated under laws of Malaysia and having its place of business at D-3, Plaza Kelana Jaya, Jalan SS7/13A, Petaling Jaya, 47301, Selangor, Malaysia (hereinafter referred to as "SSB") represented by its Executive Director, Dr. Ayif Anwar as the Second party

And the parties shall hereinafter referred to individually on this MoU as the "Party" and collectively as the "Parties"

WHEREAS:-

- A. SENGENICS (SSB) is the strategic Asia Arm of Oxford University Emeritus Prof Sir Edwin Sothem's Group Oxford Gene Technology (OGT), the National Health Service (NHS), UK and is a member of the International Standard Cytogenomics Array (ISCA) Consortium.
- B. "YU" and "SSB" are interested to collaborate on various genomic and proteomics based collaborations. This collaboration would be geared towards providing cutting-edge genomic and proteomic based technologies for a variety of research applications related to biomarker discovery.
- C. The parties have agreed to enter into this Memorandum of Understanding to formalize their relationship and understanding in accordance with the terms stipulated hereunder.

NOW THEREFORE, the parties have agreed as follows:-

1.0 PURPOSE OF MEMORANDUM OF UNDERSTANDING

1.1 This MoU defines the scope of the collaboration between "YU" and "SSB".

To provide:

- 1.1.1 Microarray based technologies and associated bioinformatics analysis services;
- 1.1.2 Next generation sequencing service (genomics and transcriptomics applications) and associated bioinformatics services;

ATTESTED

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Registrar

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1.1.3 Proteomics microarray services for biomarker discovery.

2.0 ROLES AND RESPONSIBILITIES

2.1 The parties agree that the SSB's roles and responsibilities are as follows:-

- a. To give "YU" access to SSB's portfolio of technologies and services.
- b. To give access to new burgeoning genomic and proteomic technologies to "YU" immediately upon their market availability.
- c. To provide full technical support to "YU" for all research projects and to undertake joint research projects of mutual interest in the future
- d. For capacity building of institution ("YU") / researchers through seminars, workshops, lecture series in the university by SSB & Oxford Gene Technology.
- e. The Second party shall provide training at any of their facilities in Malaysia, Singapore and the United Kingdom to the Scientists, Post Graduates and Researchers

3.0 COMMENCEMENT AND TERM

3.1 This Memorandum of Understanding comes into force on the date of execution.


4.0 LEGAL EFFECT

4.1 This Memorandum sets out the understanding of the parties but is not intended to be legally binding on the parties hereto but serves to highlight the framework upon which the parties shall enter into a formal Agreement or other agreement instruments subsequently.

5.0 CONFIDENTIALITY

5.1 Each party shall at all times use its best endeavour to keep confidential (and to produce that its respective employees and agents shall keep confidential) any confidential information which it or they may acquire in relation to a project and shall not use or disclose such information except with the consent of the other party or in accordance with the order of a court of competent jurisdiction.

5.2 The obligations of each of the parties contained in this Clause 5.1 shall continue with limit in point of time and notwithstanding the termination of this Memorandum of Understanding but shall cease to apply to any such party of its obligations contained in this Memorandum of Understanding PROVIDED that nothing in this Clause 5.1 shall prevent any party from disclosing any such information to the extent required or in connection with legal proceedings arising out of this MoU.

ATTESTED

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Registrar
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University Road, Deralakatte
Mangalore- 575 018, Karnataka

5.3 For the purpose of this Clause 5 the expression "Party" shall include the holding and subsidiary companies of any party and any other company controlled by such other party and the employees or agents of the party and of such subsidiary or controlled companies.

6.0 NON ASSIGNMENT

All rights and obligations of the parties shall be exclusively bound by this MoU and neither party hereto shall assign or attempt to assign any such rights and obligations without prior written consent of the other party.

IP RIGHTS

The IP rights generated from the outcome of the joint research project shall be the sole property of "YU".

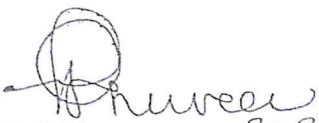
Financial Issues:

The scope of activities under this agreement shall be determined by funds regularly available at both institutions for the various types of projects undertaken and by such other financial assistance as may be obtained by either institution from external sources.

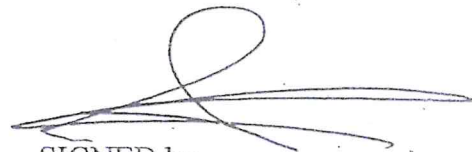
7.0 MISCELLANEOUS

7.1 This Memorandum shall be construed and enforced in accordance with the laws of Malaysia and the laws of India and /or laws relating to the project.

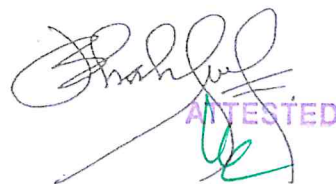
THE PARTIES NAMED ABOVE HEREBY CONFIRM THEIR RESPECTIVE UNDERSTANDING by signing below


SIGNED by *30.3.2015*
Dr. C.V. Raghuvver Registrar
For and on behalf of *renepoya University*
YENEPOYA UNIVERSITY
In the presence of:-
University Road, Deralakatte
Mangalore - 575018

1) **Dr. RIAL ABDULLA**
Professor
ORAL PATHOLOGY, YU.
30/3/2015


SIGNED by
Dr Arif Anwar
Executive Director
For and on behalf of
SENGENICS SDN BHD
In the presence of:-

SYED MANZOR SHAH BIN BAKAR ALI SHAH


ATTESTED

Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018, Karnataka

