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S. No. 18708 Date 06-09-2018, Rs 100

Sold to: Dr Jitendar Sharma S/o Shyam Sunder Sharma

For whom: Kalam Institute of Health Technology, Visakhapatnam

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MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Kalam Institute of Health Technology (KIHT) having its office at
AMTZ Campus, Pragati Maidan, VM Steel Project S.O., Visakhapatnam, India**

(First party, hereinafter referred to as KIHT), Represented by

Executive Director, KIHT

And

Yenepoya (Deemed to be University), (YU)

University Road, Deralakatte, Mangalore - 575018, Karnataka, India

(Second party, hereinafter referred to as YU) Represented by

The Registrar, YU

ATTESTED

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

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Registrar
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University Road, Deralakatte
Mangalore 575 018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 12th day of September 2018.

Between

Kalam Institute of Health Technology (KIHT), a Society having its registered office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O., Visakhapatnam, India, supported by the Department of Biotechnology, Government of India (hereinafter referred to as "KIHT" which expression shall, where the context so admits, include its successors and permitted assigns), of the one part;

And

Yenepoya University, a Deemed to be University, registered under Section 3A of the UGC Act 1956 (2008), having its registered office at University Road, Deralakatte, Mangalore - 575018, (hereinafter referred to as "YU" which expression shall, where the context so admits, include its successors and permitted assigns), of the second part.

KIHT and YU are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

2. WHEREAS

2.1 KIHT's mandate is to facilitate focused research on critical components pertaining to medical devices by supporting stakeholder institutions engaged in development and promotion of healthcare technologies.


2.2 KIHT has developed a unique e-Auction platform for accumulating medical technologies across the country and creating a technology bank for stakeholders and facilitate transfer of such technologies/ prototype/ intellectual property to interested manufacturers/ researchers through e-Auction.

2.3 YU, a Private Deemed-to-be University offers various programmes in Health and Allied Sciences and has introduced PhD programme in different Departments and Research Centres as per the UGC regulations. YU has introduced research fellowship



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schemes and short research studies have been included in its curriculum to bring about research orientation and practice of evidence-based medicine.

- 2.4 YU receives funding from various government and non-governmental sources for R&D activities in the area of life sciences.

3. SCOPE OF MoU

The Parties hereby express their willingness to enter into this Memorandum of Understanding to facilitate innovation in healthcare technology and commercialization thereof, and work towards promoting the growth of the sector by creating necessary eco-system for the said purpose. The Parties desire to engage and collaborate for increased access to affordable healthcare through technology intervention.

4. RESPONSIBILITY OF THE PARTIES

4.1 Responsibilities of KIHT:

- 4.1.1 Facilitate industrial participation and investment in new technology domain existing at YU.
- 4.1.2 Invite YU scientists, researchers and students to engage with the medical device companies, innovators, incubatees, R&D institutions, etc.
- 4.1.3 Facilitate YU to the Common Scientific Facilities (CSFs) at Andhra Pradesh MedTech Zone Limited (affiliate company) for accelerating medical product development and commercialization.
- 4.1.4 Extend support viz. Market Access, Health Technology Assessment and Prototype Testing & Certification (NIPUN certification).

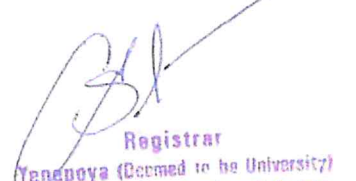


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4.1.5 Encourage and facilitate industries, innovators, biomedical and related R&D institutions for exchange of information in relation to healthcare technology.

4.1.6 Invite YU scientists, researchers and students whose product is in prototype stage and beyond technology transfer stage, to transfer/ license their innovation through e-Auction platform provided by KIHT

4.2 Responsibilities of YU:

4.2.1 Encourage scientist, researchers and students to approach KIHT for Health Technology Assessment and Prototype Testing & Certification (NIPUN certification) for their innovations.

4.2.2 Coordinate for facilitating/ transferring technology through e-Auction web portal of KIHT.

4.2.3 Provide all necessary support for facilitating financial transaction relating to the technology transfer.

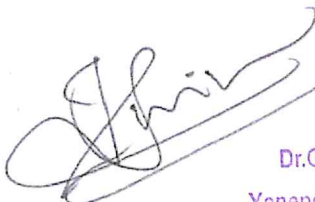
4.2.4 Work with KIHT to promote government policies and support for medical device innovation and commercialization activities.

4.2.5 Work with KIHT for all regulatory/ non-regulatory processes for market access.

4.3 Joint responsibilities of the Parties:

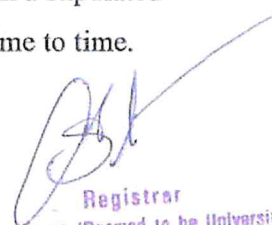
4.3.1 The Parties would provide technical support as mutually agreed upon from time to time.

4.3.2 The Parties would undertake and execute the mutually agreed tasks within a stipulated time frame as detailed in project reports submitted by either party from time to time.



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4.3.3 The Parties would nominate one nodal person from respective organization for coordinating the activities mentioned above and inform the same to the other party.

5. DURATION OF & EFFECTIVE DATE OF MOU

The total time frame for the engagement would be for a period of five (5) years effective from the date of signing of the MoU. The term of this MoU may be extended as may be mutually decided by the Parties.

6. FINANCIAL ARRANGEMENT

No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect has been accorded through a signed arrangement between both the Parties prior to starting of the work. Each Party shall bear its expenses in discharge of its responsibilities mentioned in this MoU.

7. AMENDMENTS TO MoU

This MoU may be amended with mutual consent of both the Parties through an exchange of correspondence. No amendment or addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hereto.

8. TERMINATION OF MoU

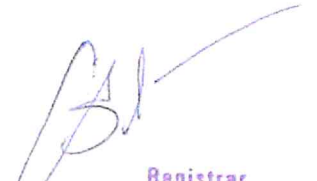
Either Party may terminate this MoU at any time by providing a written notice of 30 day's if it reasonably believes that the other Party's performance, or any aspect of it, results, or might breach any legal, regulatory, ethical or audit independence requirement in the jurisdiction, or any other reason, by registered post, courier service, personal delivery, fax or through electronic mail to the Party at its last known address of business. In the event of termination/expiry of this MoU, Parties shall return the materials/documents of other party on request.



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9. **FORCE MAJEURE**

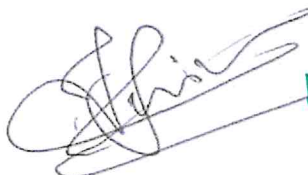
Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.

10. **ASSIGNMENT OF MoU**

The rights and/or liabilities arising to any Party of this MoU shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

11. **CONFIDENTIALITY AND NON-DISCLOSURE**

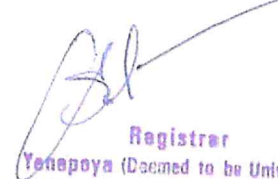
Except as otherwise contemplated by this MoU, each Party (the "receiving party") undertakes that, in order to protect the proprietary interest of the other Party (the "disclosing party") in the disclosing Party's confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party's confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors. Specific confidentiality and non-disclosure agreement will be a part of specific MoUs agreed by the Parties for each project.


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12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The legal rights over scientific and technical output based on the data and report generated in any study mutually undertaken would jointly vest with the Parties. The Patent and other intellectual rights pertaining to any part of the project shall rest jointly with both the Parties.
- 12.2 The transfer of such intellectual property rights either on an exclusive or non-exclusive basis to the selected agency shall be with the written consent of both the Parties.
- 12.3 In all publications arising out of any joint project, role of either Party would be acknowledged.
- 12.4 The report, material or data including analytical evidence, on conclusions arrived at, associated with any study done in accordance with para 12.1 to 12.3 above shall not be used for any commercial purpose by either Party without the knowledge and written consent of the other Party.
- 12.5 Ownership of any intellectual property created / developed through collaborations under this MOU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case-to-case basis prior to starting of work.

13. DISPUTE RESOLUTION AND ARBITRATION

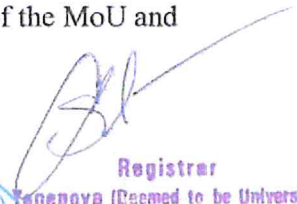
- 13.1 In the event of any dispute arising between Parties with regard to any terms/conditions or this MoU, the Parties would refer the dispute to a two-member committee consisting of a representative of each of the Parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MoU and cause of the Organizations.


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13.2 If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed jointly by the Parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The jurisdiction of the arbitration shall be at the place where the cause of action arises or the place decided by Arbitrator with mutual consultation of the parties. The cost of the arbitration proceedings shall initially be borne jointly by the Parties and finally by the Party against whom the award is passed.

14. COMMUNICATION/NOTICE

14.1 **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized courier service, or (iii) registered postal services, or (iv) fax or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to:

Parting First Part (the "KIHT")

Parting Second Part (the "YU")

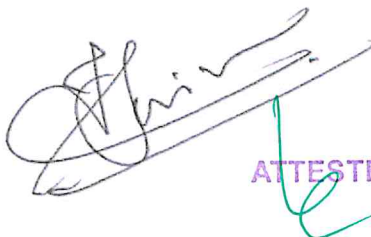
The Assistant Director,

The Registrar

*CTT Division, Kalam Institute of Yenepoya (Deemed to be University)
Health Technology*

14.2 **Receipt of Notice.** A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 [fifteen] days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.


15. Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.



ATTESTED

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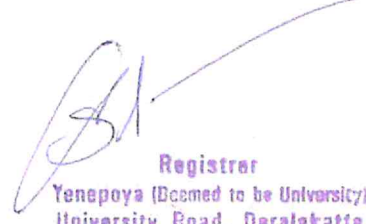
IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore

For and on behalf of KIHT

For and on behalf of YU




Dr. Jitendar Kumar Sharma
Executive Director


Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018

Dr. G. Shreekumar Menon

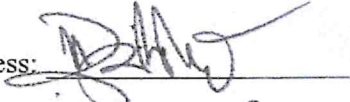
The Registrar


Kalam Institute of Health Technology
(KIHT)

Yenepoya (Deemed to be University)

AMTZ Campus, Pragati Maidan, VM Steel
Project S.O., Visakhapatnam – 530031

University Road, Deralakatte,
Mangalore – 575018

Witness: 

Witness: 

Date: 17.9.2018

Date: 17-9-2018


ATTESTED

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

Ref. No.: KIHT/2018-19/ED/052

Date: June 12, 2018

Dear Esteemed Partners,

Sub: Technology Transfer of Healthcare Innovations

1. KIHT is India's first institute dedicated to medical health technology, supported by Department of Biotechnology (DBT), Government of India located at Visakhapatnam. KIHT has Principal Scientific Advisor to the Government of India, as the President of the society and Secretary, Department of Biotechnology as its Chairperson.

2. KIHT has a unique e-Auction platform that enables both exclusive and non-exclusive technology transfer. We would be happy to invite your Institution which is pioneer in research, to make use of this facility for technology transfer of healthcare innovations.

3. KIHT also assess these innovations and accords them with NIPUN (Non-Regulatory Innovation Potential-Utility-Novelty) certification. NIPUN helps to simplify the current process in the commercialization of product and to benefit the local manufacturers, KIHT undertakes series of processes viz. mapping of suitable standards, confirmatory assessment in empanelled labs, product testing, comprehensive Health Technology Assessment (HTA) and all other associated steps and thereafter issues certificate duly with all outcomes research studies, certifications required for the product and data that could be used for regulatory filing in various countries.

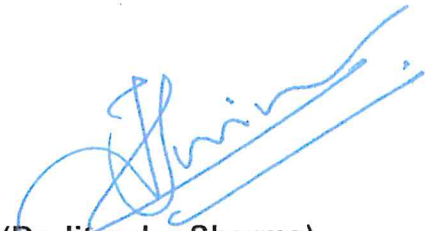
4. Further Andhra Pradesh MedTech Zone (AMTZ), provides necessary infrastructure including manufacturing space and testing lab to undergo manufacturing of innovative products. Department of Industrial Policy and Promotion (DIPP) circular, has also assured guidelines for preferential market access in all government procurements in the country for medical devices made in India.

5. Attached is the list of innovations pertaining to your Institution that are ready for rapid technology transfer leading to inclusion of the innovation in the public health programs and manufacturing support.

For any assistance please contact the nodal officers, Mr.Ekram Galeti (g.ekram@kiht.in, 8019999417) and Mr.S.Dinesh (s.dinesh@kiht.in, 9791423548).

Looking towards a progressive collaboration.

Sincerely Yours,



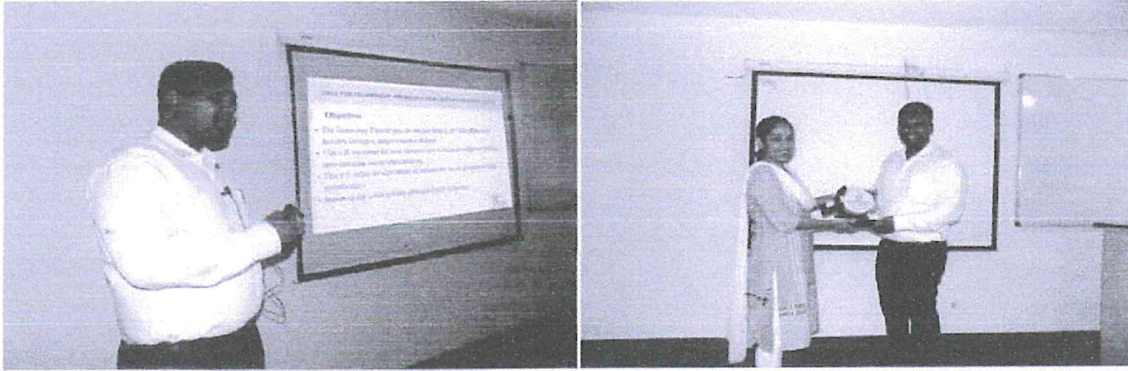
(Dr. Jitendar Sharma)

 **ATTESTED**
Dr.Gangadhara Somayaji K.S.
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02.09.2018

Report

Interaction session on overview of e-Auction process, Technology Readiness Levels (TRLs) and technology with Dr. Galeti Ekram Husain Basha on 31st August 2018 at Yenepoya research centre, Yenepoya (Deemed to be University).




Dr. Galeti Ekram Husain Basha, Technical Officer, Kalam Institute of Health Technology (KIHT) (Department of Biotechnology, Government of India Project) visited the Yenepoya Research Centre (YRC) on 31st August, 2018. He interacted with the researcher of Yenepoya (Deemed to be University) and highlighted on the vision of KIHT, overview of e-Auction process, Technology Readiness Levels (TRLs) and technology transfer & intellectual property rights. Both the teams discussed on possible collaboration for technology transfer. Collaboration with KIHT will support the R & D activities to strengthen translation of innovations in health care sector made by Yenepoya (Deemed to be University).



Signature

Deputy Director
Yenepoya Research Centre.
Yenepoya (Deemed to be University)
Deralakatte, Mangaluru-575018

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