



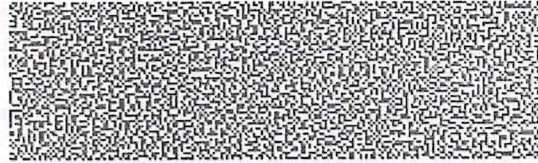
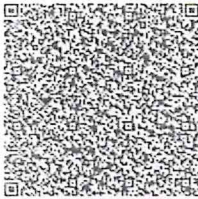
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of Karnataka

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 Second Party : CENTER FOR SYSTEMS BIOLOGY AND MOLECULAR MEDICINE  
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### MEMORANDUM OF UNDERSTANDING



ATTESTED

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



#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



This agreement is entered into on this day the 11<sup>th</sup> in the month of April in the year two thousand and nineteen between

**Center for Systems Biology and Molecular Medicine**, Yenepoya Research Center, Yenepoya (Deemed to be University), Deralakatte, Mangalore 575 018, Karnataka, India (hereinafter called 'CSBMM')

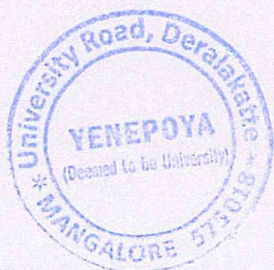
AND

**Aurigene Discovery Technologies Limited**, 39-40, KIADB Industrial Area, Hosur Road, Electronic City Phase II, Bengaluru, Karnataka 560100 (hereinafter called 'Aurigene')

**WHEREAS CSBMM** is an academic research center at Yenepoya (Deemed to be University), which is being administered through Yenepoya Research Center, engaged in the genomic, proteomic and metabolomic approaches to investigate biological systems including model organisms such as yeast, worm, fly, mouse to human. CSBMM is also a specialized center for mass spectrometry-based proteomics, phosphoproteomics and metabolomics services. CSBMM faculties provide consultancies in the area of genomic, proteomic and metabolomic analysis.

**WHEREAS Aurigene** is a Drug Discovery Services company committed to the vision of being the most respected and valued scientific collaborator in India. Based in Bangalore, Hyderabad and Kuala Lumpur, Aurigene has fully integrated Drug Discovery infrastructure from Hit Generation to Pre-clinical development. Aurigene has pioneered customized models of Drug Discovery collaborations with large-pharmaceutical, mid-pharmaceutical companies and Biotechs. In over 12 years of working with Pharma, Biotech and Academic partners, in a variety of Therapeutic Areas, and over 75 integrated Drug Discovery projects, Aurigene has contributed to delivering over 15 small molecule- and peptide- drug candidates to its biotech and pharmaceutical partners.

Both the above parties held discussions at various times to enter into an agreement related to matters of mutual interest and decided to deduce their respective roles and points of agreement jointly hereunder:



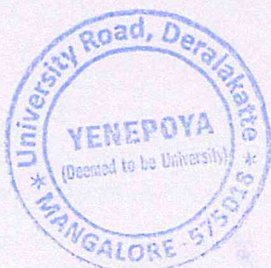
**ATTESTED**  
  
**Dr. Gangadhara Somayaji K S**  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.





**The following are the conditions of the MOU**

1. CSBMM faculties provide consultancies for designing specific proteomic and metabolomics works for Aurigene. CSBMM will also provide services for mass spectrometry-based projects. Appropriate consultancy and service fees will be charged.
2. Aurigene will design the study in consultation with CSBMM Faculty, and CSBMM will prepare a quotation for service. Aurigene will then provide purchase order along with 50% advanced payment. Rest of the payment will be made after the data acquisition and analysis
3. Dr. Keshava Prasad and other scientists assigned by the Center will represent the CSBMM, and Dr. Thomas Antony and other scientists will represent Aurigene. They will supervise the above-mentioned service projects.
4. **Material.** The name and amount of the material being transferred to CSBMM are: Cell lysates.
5. **Research Plan.** The Material will be used by CSBMM in scientific research/evaluation as outlined in the attached Exhibit A (the "Research Plan").
6. **Use of the Material.** The Material shall not be used on human subjects. The Material will be used for no purpose other than described in the Research Plan and in compliance with applicable local laws.
7. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" shall mean the following: Any information, matter, intellectual property or thing of a secret, confidential or private nature connected with the business of individual Party, as the case may be, or any of their suppliers or customers, including but not limited to, with respect to individual party's patented and unpatented inventions, trade secrets, drawings, know-how, techniques, product plans, designs, software, hardware, data, financial information source and object code, formulae and concepts not reduced to material form, but excludes such information, as was in the public domain prior to such disclosure.
8. **Disclosing Party.** "Disclosing Party" means a Party that discloses Confidential Information under this Agreement. **Receiving Party.** "Receiving Party" means a Party that receives Confidential Information under this Agreement.
9. The Parties agree that any Confidential Information disclosed by any "Party" in accordance with the agreement and related to the Purpose shall be maintained in secrecy



**ATTESTED**  
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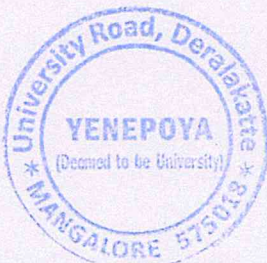


and Receiving Party will take reasonable precaution and care for the protection of the Confidential Information to prevent disclosure including to the necessary personnel and affiliates who shall be bound by this agreement from the effective date. The disclosure or release of the Confidential Information to any third party whenever and wherever required should be done with the written authorization and consent of the Disclosing Party. Both parties agree and acknowledge that all Confidential Information of a Disclosing Party hereunder shall remain the sole property of the Disclosing Party to whom it relates.

10. Exceptions. All information given or transmitted under the terms of this Agreement will be considered to be the Disclosing Party's Confidential Information and provided that Confidential Information shall not include information that: was lawfully in the possession of the Receiving Party prior to the date of disclosure; becomes public or available to the public through no fault or omission of the Receiving Party amounting to breach of this Agreement; has been lawfully obtained by the Receiving Party from a third party which is in lawful possession of such Confidential Information; or is required to be disclosed by law, in which case the Receiving Party will, to the extent permitted by applicable law, give the Disclosing Party as much advance notice of the proposed disclosure as is practical (including a copy of any written request or order), and will cooperate with the Disclosing Party in any effort to limit or restrict such disclosure, via a protective order or otherwise; or was in the possession of the Receiving Party at the time of disclosure by the Disclosing Party hereunder or was subsequently and independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records.

11. CSBMM shall share the Confidential Information only on as needed basis and only to those directly involved with the Research Plan. CSBMM will never share the data or any related information emanating from service projects to any third party.

1. **Publishing.** CSBMM shall not publish or will not make the results publicly available, whether by publication, or by including them in advertising, press releases, promotional material or otherwise.



**ATTESTED**

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





2. **Intellectual Property.** It is expressly agreed that all Intellectual Property for the Material belongs to Aurigene and it is expressly agreed that this Agreement does not grant CSBMM any right in or license to any patents, copyrights, or other proprietary right owned as of the commencement date of the Agreement or arising outside of the research contemplated under this Agreement. Ownership of any innovations, inventions or discoveries whether or not patentable shall be determined in accordance with U.S. Patent Law and shall belong solely to Aurigene.
3. CSBMM also will train the scientists from Aurigene in OMICS data analysis pertaining to the experiments planned.
4. Aurigene and CSBMM scientists will develop joint grant proposals and put efforts to get joint research grants.
5. This study will not involve any type of radioactive material.
6. The tenure of this MOU will be for 3 years from the date of signing, after which it automatically stands renewed for another 5 years unless one of the parties notifies in writing its unwillingness to renew the MOU.
7. Any articles of the MOU may be modified or changed by mutual agreement of the parties hereto in writing. The modifications and changes shall be effective from the date on which they are made unless otherwise agreed to.
8. All disagreements, difference of opinion, disputes regarding the interpretation of the provision of this MOU shall be resolved by mutual consultation of the heads of the institute/company or their authorized representatives
9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Karnataka in any suit or proceeding arising out of the subject matter of this Agreement.



ATTESTED

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





<p>Signature: <i>[Signature]</i></p> <p>Date: <i>23/04/2019</i></p> <p><b>Dr. Gangadhar Somayaji</b>  The Registrar  Yenepoya (Deemed to be University)  Mangalore - 575018,  Karnataka, India</p>	<p>Signature: <i>[Signature]</i></p> <p>Date: <i>11 April 2019</i></p> <p><b>Ashish Lath</b>  Chief Finance Officer  <b>Aurigene Discovery Technologies Limited,</b>  39-40, KIADB Industrial Area, Hosur Road,  Electronic City Phase II, Bengaluru, Karnataka  560100</p>
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Witness 1:

Witness 2

**ATTESTED**

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