

represented by Dr. Pannuru Padmavathi, Managing Director, DR Biosciences, herein after known as the SECOND PARTY witnesses as follows:

Both the parties enter this formal collaboration in the form of MOU with an objective to facilitate mutual exchange of scientific expertise, resource sharing and develop academic and educational collaboration through various activities as depicted in the articles.

This memorandum of understanding made on this 1st day of June, 2022 between Maharani Lakshmi Ammanni College for Women, Autonomous Malleswaram 18th cross, IISc Post, Bangalore 560012 and DR Biosciences, Stone Hill Enclave Layout, Ganganagar, Bettahalasur, Bangalore 562157, witnesses as follows:

RECOGNISING the mutual interest in the fields of research, development, education, training, transfer of technology and dissemination of knowledge on long term non-commercial basis and also

RECOGNISING the importance of Organization's role in promoting scientific research and Collaboration and increased contribution to the advancement of Research & Innovation to benefit the science, students and the Society at large.

HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

Article 1 - Field of Co-operation

Co-operation between the two Organizations may be established within any field related to science and technology of mutual interest and in particular R & D.

The cooperation will take the form of:

- a. Skill Development Programmes
- b. Guest lectures by eminent personalities in the field of Biological Sciences
- c. Seminars/ Workshops/ Conferences
- d. Collaboration between faculty members and research scientists
- e. Community related activities and campaigns
- f. Support for curriculum development, including the provision of training courses.
- g. Support for the implementation of quality assurance procedures
- h. Exchange of information and publications

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Principal

Maharani Lakshmi Ammanni College
for Women, Autonomous

Bangalore 560012



i. Joint organization of conferences and workshops

Extension to other areas will be made through further amendments to the present Memorandum of Understanding.

Article 2 - Exchange of Scientists/Faculty:

Both Organizations will encourage collaboration in training and research areas of mutual interest.

mLAC will welcome DR Biosciences Scientists and technical staff to visit mLAC to engage in scientific research.

Reciprocally, DR Biosciences will welcome faculty, students and technical staff from mLAC to visit DR Biosciences in order to engage in scientific research. Proposals concerning the topics, persons and periods of visits will be sent within a reasonable time in advance of the proposed visit.

Article 3 - Exchange of Students/employees:

3.1 mLAC and DR Biosciences agree for an exchange of students/employee nominated by the respective Organizations in order to carry out studies as provided for in this agreement.

3.2 Both Organizations also encourage exchange of students/employee in the context of professional internship and students' project.

3.3 The exchange will be for a mutually approved duration of time which may not exceed a total of 12 months (barring special cases, at the discretion of the signatories of the MOU).

Article 4 - Intellectual Property Rights (IPR):

Information on any research results and scientific materials (reports, articles, books) of a collaborative project will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by mLAC and DR Biosciences during the course of this Agreement shall be owned by both mLAC and DR Biosciences at 50%:50% basis. However, all intellectual property solely conceived and/or developed by mLAC and DR Biosciences during the course of this Agreement shall be owned by respective organizations. Intellectual property jointly conceived and/or developed by mLAC and DR Biosciences will be jointly owned by mLAC and DR Biosciences.

Each party may use such property for research and scholarly purposes. mLAC and DR Biosciences agree to collaborate towards the protection, if appropriate, and application of such

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intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

Article 5 - Funding and Finance:

The terms of such mutual cooperation necessary budget for each specific program and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of particular program or activity under terms of such programme shall be negotiated on an annual basis.

Article 6- Terms of MoU

The term shall be five (5) years from the date of this MoU. The parties may mutually decide to renew the MoU on the terms and conditions agreed therein. This MoU may be terminated by either party on the happenings or occurrence of any of the following events or conditions:

1. The expiry of the term of such extended period as the parties may agree
2. Mutual agreement of the parties to terminate the MoU
3. Insolvency, bankruptcy, reorganization under bankruptcy or insolvency laws or assignment for the benefit of either party;
4. If the breach of the terms of this MoU by any party is not cured even after receiving a written notice of 30 days to remedy the breach;
5. Either party giving 30 days prior Notice in writing to the other of the intention to terminate.

The termination of this MoU shall be without prejudices to any rights accrued to the parties up to the date of such termination.

Upon termination, each party shall cease using the logo/mark of the other party.

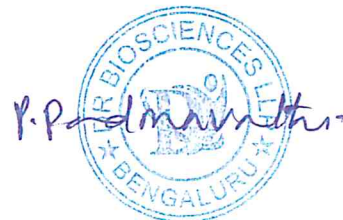
* **COORDINATION:** In order to carry out and fulfill the aims of this agreement each party will appoint an appropriate person (s) to represent its organization and to co-ordinate the implementation of activities. DR Biosciences and mLAC staff will meet regularly to discuss progress and plan activities.

Representative of D R Biosciences: **Dr. Pannuru Padmavathi, Managing Director, D R Biosciences**

Representative of mLAC: **Dr. Kamala A, Head, Department of Biochemistry through**

Dr. Shashikala A, Principal, mLAC

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Principal
Maharani Lakshmi Ammanni College
for Women, Autonomous
Science Post, Bangalore - 560 012.



Article 7- INDEMNITY

Each party shall indemnify, defend and hold the other party, and subsidiary or affiliate thereof and their respective officers, directors and agents and employees harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorney's fees and expenses incurred due to any claim made against the other party our ageing out of your breach by the party of the obligation (including any warranty) and this MoU.

D R Biosciences further agrees to indemnify, defend and hold mLAC, harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorney's fees and expenses incurred due to any claim arising out of infringement of equipment's, apparatus and such other machinery provided by D R Biosciences or due to any claim arising with respect to the premises and vice versa mLAC to agree to indemnify D R Biosciences against the same.

Article 8 - RELATIONSHIP

This MoU is not intended to constitute, create or otherwise recognize a consortium, joint-venture, Corporation, partnerships or any legal entity. The rights and obligations of the parties are those expressly set forth herein. The parties shall act as independent contractors in the performance of this MoU. Nothing in this MoU shall be construed to grant either mLAC or D R Biosciences the right to act as agent or make commitments of any kind on behalf of the other party without prior written consent from the other party.

Article 9 - LINK MANAGEMENT AND ADMINISTRATION

9.1 Negotiation, implementation and co-operation of the Memorandum of Understanding falls under the responsibility of

To INSTITUTE:

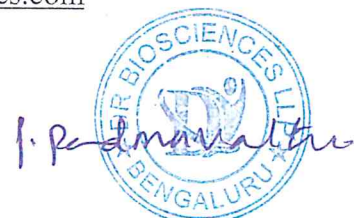
Dr. Shashikala A
Principal
Maharani Lakshmi Ammanni College for
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Malleswaram 18th cross, IISc Post
Bangalore -560012
Phone:080-23349311;
Email: principal@mlacw.org
www.mlacw.edu.in

To COMPANY:

Dr. Pannuru Padmavathi
Managing Director,
DR Biosciences
#17, Stone Hill Enclave Layout,
Ganganagar, Bettahalasur,
Bangalore -562157
Phone: +91-8978970207
Email: drbiosciences@gmail.com
www.drbiosciences.com

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9.2 Issues about specific activities including rights and obligations of each party shall be notified or communicated to the offices mentioned in 9.1 above.

Article 10- DISPUTE RESOLUTION

In the event of any dispute arising in respect of this MoU, the parties shall refer such a dispute to arbitration. Each party shall be entitled to appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue shall be Bangalore.

This AGREEMENT HAS BEEN EXECUTED AT Bangalore in two originals, one each to be retained by mLAC and D R Biosciences.

Article 11- GOVERNING LAW AND JURISDICTION

This MoU shall be governed and construed in accordance with the laws of India and shall be subject to the courts in Bangalore.

Now this Memorandum of Understanding witnesses that:

In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first herein above written.

Maharani Lakshmi Ammanni College for Women

D R Biosciences

Title: Principal

Title: Managing Director

Name: Dr. Shashikala A *Shashikala A*

Name: Dr. Pannuru Padmavathi

Date: 30/5/2022

Date:

Title: mLAC Representative,

Head, Department of Biochemistry

Name: Dr. Kamala.A *Kamala A*

Date: 30/5/22

Witnesses for mLAC, Bangalore

Witnesses for D R Biosciences, Bangalore

T. C. Girishankar
31/5/2022
Finance Officer
mLAC

ATTESTED

Shashikala A
Principal

Maharani Lakshmi Ammanni College
for Women, Autonomous

