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Account Reference : NONACC (FI)/ kacrsfl08/ MALLESHWARAM5/ KA-BA

Unique Doc. Reference : SUBIN-KAKACRSFL0883579563487511U

Purchased by : MLACW

Description of Document : Article 12 Bond

Description : MOU

Consideration Price (Rs.) : 0

(Zero)

First Party : MLACW

Second Party : NEUBERG ANAND ACADEMY OF LABORATORY MEDICINE

Stamp Duty Paid By : MLACW
Stamp Duty Amount(Rs.) : 100

(One Hundred only)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed on 1st day of May, 2022, at Bangalore, and shall be effective from 9th of June, 2022 by and between:

Neuberg Anand Academy of Laboratory Medicine, a company incorporated under the Companies Act, 2013 and having its registered office at Anand Tower, 54 Bowring Hospital Road, Shivajinagar, Bangalore 560001 (CIN: U85300KA2018PTC1151147), represented by its Director Dr.Jayaram N I (hereinafter referred to as "NAALM", which expression shall, unless repugnant to the context thereof, mean and include its permissible successors and assigns)

AND

Maharani Lakshmi Ammanni College for Women Autonomous, Malleswaram 18th Cross, Malleswaram, Bangalore 560012, represented by its Principal, Dr. Shashikala A (hereinafter represented by its Principal).

Statutory Alert:

Principal

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expression shall, unless repugnant to the context thereof, mean and include its permissible successors and assigns)

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NAALM and mLAC shall hereinafter, wherever the context permits, jointly be referred to as "Parties" and individually as "Party".

PREAMBLE

The Parties will jointly develop and implement activities to improve their capacities to serve their respective clientele. The Parties believe that the MOU will strengthen their joint and individual capacities.

II. OBJECTIVES

The Objectives of this MOU is to develop long term cooperative activities. Such activities may include, but are not limited to, the following

- a) Education and training of faculty on laboratory & clinical medicine
- b) Training and capacity building of personnel-Students training, Internship projects, Dissertations etc.,
- c)Develop products, collaborative research and educational programs
- d) Conduct seminars and workshops jointly
- e) Seek funding opportunities for joint activities which will provide mutual benefit to each of the Parties institutional training, research and outreach programs

III. PROGRAM MANAGEMENT

mLAC and NAALM hereby agree to develop and establish such programs and implement them in such a way that will be of mutual benefit to both Parties.

The Parties understand and agree that the details of the joint activities, conditions for utilization of the results achieved and arrangements for specific visits, exchanges and other forms of cooperation will be mutually discussed and agreed to, in writing, for each type of activity.

The Parties also understand and agree that they will mutually discuss and agree to, in writing, the financial arrangements for each program. The Parties agree that they will seek/mobilize financial resources from appropriate sources for supporting the programs.

The programs initiated under this MOU shall be reviewed annually or such other period as mutually agreed and plans for future activities shall be developed each financial year on or before 31st March of every year.

The Parties agree that any Intellectual Property and Academic outcome generated as a consequence of the programs will be shared by the Parties and will be subject to the Intellectual Property Act & Rules.

IV. TERM AND TERMINATION

The Parties agree that the term of this MOU shall be for an initial period of 5 (Five) years from the Effective Date and may be extended for a period mutually agreed to by the Parties in writing.

Either Party may terminate the MOU, without assigning any reason, by giving a notice of 6 (six) months in writing.

V. DISPUTE RESOLUTION

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this MOU (and whether before or after the termination or breach of this MOU) the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to a mutually acceptable single arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Bangalore in English. The provisions of the initiation or continuance of the arbitration proceedings shall not be the possible or difference by the Parties of their respective obligations pursuant to the MOU.

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

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VI. CONFIDENTIALITY

Neuberg

Anand

For

The Parties agree to treat all information exchanged between them as Confidential and shall not disclose any information received by them under this MOU to any third party without the prior written consent of the disclosing Party.

VII. GENERAL

- a) Relationship: The Parties are independent contractors. This MOU does not create an exclusive relationship between the Parties. The employees, contractors of one Party will not be employees, contractors of the Other Party.
- b) Governing Law and Jurisdiction: The laws of India govern this MOU. The Parties consent to exclusive jurisdiction of courts in Bangalore.
- c)Assignment: Either Party will not assign this MOU or any right or delegate any duty or obligation under this MOU by assignment or operation of law, without other Party's prior written consent and such party will not unreasonably withhold such consent.
- d) Notices: Notices may be provided by electronic or physical mail to the address mentioned above.
- e) Counterparts: The Parties will execute this Agreement in duplicate. Each counterpart will be deemed to be the original and all counterparts will constitute one agreement binding on both Parties.
- f) Amendments: During the operation of the MOU, any alteration to the MOU shall be mutually discussed and agreed to in writing and such amendment shall be deemed to be part and parcel of the original MOU
- g) Coordination: In order to carry out and fulfil the aims of this agreement each party will appoint a appropriate person (s) to represent its organisation and to co-ordinate the implementation of activities. NAALM and mLAC staff will meet regularly to discuss progress and plan activities
- h) Representative of NAALM: Dr.Jayaram N I, Director, Neuberg Anand Academy of Laboratory Medicine Pvt. Ltd.,
- i) Representative of mLAC:- Kamala A (HoD, Department of Biochemistry) through Dr. Shashikala A, Principal, mLAC

of For Maharani Lakshmi Ammanni College

IN WITNESS WHEREOF the Parties have executed this MOU on the Execution Date.

Academy

	Laboratory Medicine Pvt. Ltd	for Women Autonomous
	Jayrean 07/06/2022	Sles & & 16/2022
	Name: Dr.Jayaram N I	Name: Dr. Shashikala A
	Title: Director	Title: Principal, mLAC
	Date:01/05/2022	Date: 01/05/2022
Witness:		
	7 1 22 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Jaygeher 7/6/22
	Name: Dr.K N Chidambara Murthy	Name: Jayashree N S
	Address:	Address:
	Professor & Dean	Assistant Professor, Dept. Of Biochemistry,
	Neuberg Anand Academy of Laboratory Medicine, D-3, Anand Tower, 54 Bowring	Maharani Lakshmi Ammanni College for
	Hospital Road, Shivajinagar, Bangalore	Women Autonomous, Malleswaram 18 th cross,
	560001	IISc post,
	141, 241	Bangalore 560012
	*	ATTETE
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