

The Parties to this Memorandum of Understanding are:

1. Maharani Lakshmi Ammanni College for Women, No. 63/5, 3rd main road, 18th cross, Malleswaram, Bangalore – 560 012. Maharani Lakshmi Ammanni College for Women (hereinafter called MLACW) is a private aided college prepared under Section 2 (f) of the UGC Act, 1956.
2. XCyton Diagnostics Pvt Ltd a company incorporated under the Indian Companies Act 1956 having its office at 449, 10th Cross, 4th Phase, Peenya Industrial Area, Bangalore 560058. (hereinafter referred to as XDPL). XCyton Diagnostics Pvt. Ltd. ("XCyton") is a molecular diagnostics testing centre and research centre providing varied diagnostic tests in the field of infections.

Article 1

AREAS OF COOPERATION

The cooperation will take the form of:

1. Collaborative research wherein research findings generated at mLAC could be developed in to marketable products in the area of diagnostics for infectious diseases, cancer or genetic disorders.
2. Collaborative research wherein a specific project on product development being done at XDPL could be used effectively for development of skills and training to students and faculty who are interested

Article 2

IMPLEMENTATION

In order to carry out and fulfill the aims of this Memorandum, both the parties shall identify a contact person to coordinate the development and conduct of the joint activities, who will normally be:

1.The Director	2.The Managing Director
Maharani Lakshmi Ammanni College For Women- mLAC,Autonomous Bangalore	XCyton Diagnostics Pvt LI Bangalore

Either party may initiate proposals for activities under this Memorandum with the agreement of the other party

B. V. R.


ACTING DIRECTOR
Maharani Lakshmi Ammanni College for Women
Peenya Industrial Area, Bangalore - 560058
Science
H. B. Naidu

Article 2A:

Both the parties will enter in to a separate legal agreement for defining all aspects of commercialisation of each project undertaken, in order to cover all the general and specific aspects

Article 3

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 4

TERM 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. 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.

Article 5

INTELLECTUAL PROPERTY RIGHTS:

Bvku



ACTING DIRECTOR
Maharani Lakshmi Ammani College for
Science Institute Post, Bangalore - 566 012

M. N. Rao

1. Intellectual Property generated solely by mLAC will belong to mLAC. This is called core IP and mLAC is free to patent the product.
2. Intellectual Property generated solely by XDPL will belong to XDPL. This is called core IP and XDPL is free to patent the products.
3. If a product is generated by collaboration between mLAC and XDPL, based on the IPR filed / core IPR of mLAC, then mLAC will license the IPR exclusively to XDPL for commercialisation.
4. If a new IPR is generated in the process of development then joint patent will be applied for by both mLAC and XDPL. The extent of the ownership will be decided on a mutual discussion by both parties according to the contributions made by individual parties.
5. In cases where XDPL provides projects to mLAC out of their core IPR, mLAC will acknowledge the ownership of XDPL and respects the IPR.
6. The terms of this MOU are to be mutually negotiable and to be agreed upon between the parties and thereafter the parties shall enter into a separate agreement to embody all the agreed terms.

Article 6

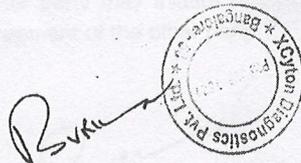
THIRD-PARTY AGREEMENTS

If mLACW or XDPL deems it in the interests of the parties to enter into an agreement with any company, for development of products from such company in relation their collaborative product development efforts, the parties shall mutually decide to enter into a tripartite agreement with such company on the terms and conditions to be agreed thereof.

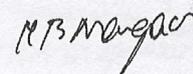
Article 7

CONFIDENTIAL INFORMATION

The parties agree that during the subsistence of the MoU they may come into possession of information confidential to the disclosing party and agreed to keep confidential, the disclosing party's proprietary and confidential information obtained at any time during the period of the assignment ('Confidential Information').



ACTING DIRECTOR
Maharani Lakshmi Ammannal College for Women
Science Institute Post, Bangalore - 560 012



notifications, Govt., or other public body orders etc., including without limitation employment, industrial and or environmental laws (iii) any claim by third parties (iv) any infringement either directly or indirectly by either party, its men , agents, legal representatives, employees, consultants or officers, of rights of other party or any third party claiming under the aggrieved party (including without limitation the service providers of the party) and or (v) non performance of any of the obligations under this agreement

Article 9

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 Maharani Lakshmi Ammanni College for Women or XDPL 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 10

NON SOLICITATION AND NON-COMPETITION

Both the parties agree that, during the term of this MoU for a period of Five (5) years or after the termination of this MoU (for any reason) for a period of 6 months thereafter, they shall not directly or indirectly either for themselves or for any other commercial enterprise, solicit, divert, or take away any of the parties', employees or business in existence during the term of this MoU and at the time of the termination of such engagement.

Article 11

AMENDMENTS

No modification, variation, amendments or alteration to any of the terms and conditions of this MoU shall be valid unless the sale is made in writing and signed by all the parties hereto.

Article 12

DISPUTE RESOLUTION

B. V. R.



ACTING DIRECTOR
Maharani Lakshmi Ammanni College for Women
Science Institute Post, Dandurudi - 560011

P. B. Nagaraj

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.

Article 13

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.

ACTING DIRECTOR
MATERIAIUMS
SOMMERS

Handwritten signature

Handwritten signature



IN WITNESS WHEREOF THE PARTIES HERETO HEREUNTO AFFIXED THEIR
RESPECTIVE SIGN AND SEAL ON THESE PRESENTS ON THE DAY AND
THE YEAR FIRST HEREIN ABOVE MENTIONED.

FOR MAHARANI LAKSHMI AMMANI COLLEGE FOR WOMEN
SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED

THE DIRECTOR

MR Naga, 21-2-19.
ACTING DIRECTOR
Maharani Lakshmi Ammani College for Women
Science Institute Post, Bangalore - 550 612

IN PRESENCE OF

Joh . A.B

FOR XCyton Diagnostics Pvt Ltd

BVR = 21st January
2019

SIGNED, SEALED AND DELIVERED



REPRESENTED BY ITS DIRECTOR

IN PRESENCE OF