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INDIA NON JUDICIAL

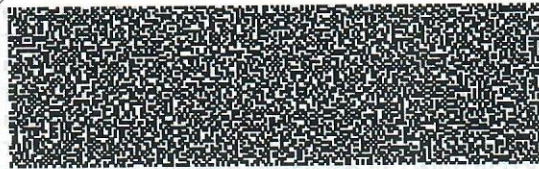
Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA20796684785565X
Certificate Issued Date : 12-Jan-2025 12:58 PM
Account Reference : NONACC (GV)/ kadedcs07/ MANGALORE/ KA-DK
Unique Doc. Reference : SUBIN-KAKADEDCS0777535581518210X
Purchased by : NITTE DEEMED TO BE UNIVERSITY
Description of Document : Article 12(a) Bond - Amount secured does not exceed Rs.1000
Property Description : MOU
Consideration Price (Rs.) : 100
(One Hundred only)
First Party : NITTE DEEMED TO BE UNIVERSITY
Second Party : UNIVERSITY OF LADAKH
Stamp Duty Paid By : NITTE DEEMED TO BE UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

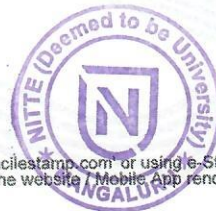
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Please write or type below this line

This Non Judicial e- Stamp, form an integral part of the MoU dated _____ signed between, Nitte (Deemed to be University)-6th Floor University Enclave, Medical Sciences Complex, Deralakatte, Mangalore -Karnataka India 575018- <https://nitte.edu.in/> First party, and, University of Ladakh (UoL) Melongthang Leh-Ladakh near FRL- <https://uol.ac.in/> - Second Party.

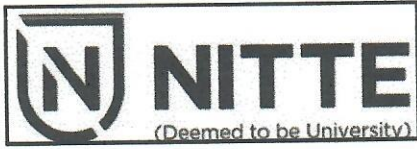

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University of Ladakh
Leh 194101 Ladakh UT




Registrar
NITTE
(Deemed to be University)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
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.



MEMORANDUM OF UNDERSTANDING [MOU]

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU" or "Agreement") is executed at Mangalore, on this day of 13 day of January 2025 (hereinafter referred as the "effective date"),

BY AND BETWEEN

NITTE (Deemed to be University) having its registered office at 6th Floor University Enclave, Medical Sciences Complex, Deralakatte, Mangalore -Karnataka India 575018- <https://nitte.edu.in/> (hereinafter called the "PARTY OF THE FIRST PART Nitte -DU" which expression shall unless repugnant to the context or meaning thereof shall mean and include itself, its successors, its officers, executors, administrators, agents, representatives and permitted assigns).

AND

The University of Ladakh, Melongthang Leh-Ladakh near FRL- <https://uol.ac.in/> was established in 2019 and is the only trans-Himalayan Institute of higher learning and research. The University has its headquarters in Leh. The University has Campuses in Leh, Kargil and Stakna and has six-degree colleges as constituent colleges. The University is offering core and applied academic programs. With the intent to pursue research activities the University is also offering Ph.D. Programs in various domains. The University is trying hard to provide its students with the opportunity to reflect on life and get to realize their potential by excelling higher education. (hereinafter called the "PARTY OF THE SECOND PART/UOL" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, its other directors, its officers, executors, administrators, representatives and permitted assigns). **The Party of the First Part and the Party of the Second Part are hereinafter jointly referred to as the "Parties" and severally as a "Party".**

WHEREAS:

- A. The Party of the Second Part states that UOL, an educational institution of higher learnings in UT Ladakh, is known for the high-quality education in the Trans-Himalayan region that it imparts and for undertaking cutting edge research in various areas of science, humanities, agriculture, technology, etc.
- B. The Party of the First Part NITTE (DU), is an esteemed Deemed-to-be-University in India established under section 3 of UGC Act 1956-accredited by NAAC with A⁺ grade and also ranked as A category deemed University by MHRD Govt of India.

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- C. UOL and NITTE- DU are interested in collaborating various projects of mutual interest including translational interdisciplinary research, interventional and fundamental research in the various fields.
- D. The Parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced academic opportunities in clinical research and scientific collaboration, which will be mutually beneficial to the Parties.

AND WHEREAS. the Parties are desirous to promote scientific and research collaboration with each other and are agreeable in-principle for working together and co-operating with one (1) another, using their respective expertise, knowledge and resources, the Parties have agreed to reduce the broad understanding in writing by executing the present MOU,

NOW THIS MOU WITNESSTH AND THE PARTIES HERETO AGREE. DECLARE, RECORD AND CONFIRM AS UNDER:

1. DEFINITION

- a. "Applicable Law" shall mean and include all the applicable laws, any statute, enactment including the acts of the Indian state legislature or the parliament, law, regulation, ordinance, rule, judgment, order, decree, bylaws, notifications, approval from the concerned governmental or statutory authority, tribunal, regulatory, board or court as may be applicable to any of the Parties, Government Resolution(s), order, directive, guideline, policy, requirement or other governmental restriction or any other similar form of decision thereof, or determination by, or any adjudication having the force of law of any of the foregoing, by any concerned Governmental or regulatory authority having jurisdiction over the matter.
- b. "Confidential Information" shall mean and include the information (irrespective of its source) in written form of communication disclosed by a party, always being identified and marked as "Confidential", ("Disclosing Party") to the other party ("Receiving Party"), whether orally (reduced to writing within 30 days) or in writing, that is designated as confidential includes but is not limited to the data associated with the collaboration of the parties under this MOU and all and any non-public information, tangible or intangible, written or oral (reduced to writing within 30 days}, whether or not technical in nature, relating to the Disclosing Party and/or its affiliates, subsidiaries, group of companies, associate companies, and/or any nonpublic information entrusted with Disclosing Party by any third party (that is disclosed to the Receiving Party in writing), which may be furnished by the Disclosing Party including their legal advisers, financial advisers, consultants, officers or agents, and which is always identified and marked as confidential or proprietary by the Disclosing Party and shall include without limitation, any information that is designated by the Disclosing Party as Confidential Information at the time of its disclosure. Confidential Information shall include, without limitation, all nonpublic information relating to or otherwise concerning the Disclosing Party's business activities, products, technology, techniques, improvements, inventions,

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services, finances, notes, accounts, compilations, users, business affairs, Intellectual Properties, technical data, analysis, tools, works of authorship, trade secrets, know-how, product or service ideas or plans, discoveries, development plans and ideas, business processes, contract information, development and/or commercial information, financial forecasts, historical financial data, budgets and other marketing and public relations materials and technical information and other unpublished information, documentation, or a Party's business policies or practices, rates and fees, skill sets, future plans and roadmaps and other information, whether subject matter of any IP ('Intellectual Property') protection or not, Intellectual Property (whether pending or duly registered), disclosed in writing by the Disclosing Party. Confidential Information shall not Include:

- i. The information which is or enters in to the public domain; or is or comes into the public domain otherwise than by proven disclosure or default by the party receiving such confidential information; or
- ii. The information which was or is obtained, disclosed to or made available to the Receiving Party from a third party; or
- iii. The information which has been received from a source other than the Party disclosing the Confidential Information; or
- iv. The information, which was already known to the Party receiving the Confidential Information; or
- v. The information which has been independently developed by the Receiving Party without access to the Confidential Information of the Disclosing Party;

C. **"Intellectual Property Rights"** shall mean and include patent, trademarks, service mark, service name, brand mark, sound mark, trade dress, brand name, logo, corporate name, , registered or, registered or industrial designs, utility models for any of the forgoing and the right to apply for them to the pertinent authorities in any part of the world, any other intellectual property right (including, without limitation, any know-how, formula, conditional or proprietary report or information, and any computer program, software database or data right), creations, inventions or improvements upon or additions to an invention, confidential information, whether registrable or not and any similar rights in any part of the world;

2. INTERPRETATION

- a. References to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time, after the effective date of this MOU.
- b. References to persons shall include references to body corporate, partnerships and any organization or entity/ies having legal capacity,
- c. Words denoting singular meaning shall include the plural meaning and words denoting any gender shall be read to mean both the genders.
- d. References to recitals or clauses shall, unless the context otherwise indicates, be deemed to be references to the recitals or clauses to this MOU.
- e. The terms 'include' and 'including' are to be construed without limitation.
- f. Reference to an individual shall include his/her legal representatives, successors, legal heirs, executor and.
- g. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

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- h The headings / subheadings / titles / subtitles to the clauses, sub-clauses and paragraphs are for the purpose of information only and shall not form part of the operative provisions of this MoU and shall be ignored in construing the meaning of the clauses, sub clauses and paragraphs.
- i Where words denoting inclusiveness are used herein, they shall not be limited by context or by the words which precede or succeed them. All references herein to the words "herein", "hereby", "hereof, and words of similar import refer to this Agreement as a whole and not to any particular Article, section, subsection or Schedule, unless otherwise stated expressly or the context otherwise requires. References to the "parties" herein shall mean the parties to this Moll, unless otherwise stated or the context otherwise requires.

3. SCOPE OF THE MOU

The Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties will keep each other informed about any potential (mutually agreeable) opportunities for clinical research proposals and scientific collaboration, from time to time,

Both parties will:

- a. Collaborate in areas of mutual interest as given above.
- b. Jointly apply for funding to various agencies for the joint projects.
- c. Undertake collaborative projects on clinical and translational research as per institutional norms.
- d. Complement each other for various facilities at own place which the other party does not have.

The proposed research proposal/s in clinical research and/or scientific collaboration/s, would be considered by each Party on a case-to-case basis and each Party will be entitled to complete their internal due diligence, with respect to such proposition/s.

The general terms of co-operation and scope of understanding shall be governed by this MOU. The Parties shall co-operate with each other and shall, as promptly as is reasonably possible, enter into specific agreements, on a case-to-case basis, upon each Party completing their respective due diligence pertaining to the research proposal/s in clinical research and/or scientific collaboration/s is completed and the terms and conditions of such understanding/s, shall be reduced in writing in the form of agreement/s, deed/s ("Definitive Documents"), enumerating the specific provisions for each of these proposition/s, so proposed, the guiding principles of which shall be in consonance with terms of this MOU, as may be required to give effect to the actions contemplated in terms of this MOU. The Definitive Documents shall be on mutually beneficial and mutually agreeable terms, which is to be decided by and between the Parties, on a case to-case basis.

4. INTELLECTUAL PROPERTY RIGHTS: Nothing contained in this MoU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to the know how, inventions, patents, copyrights, and designs) of the other Party. The parties agree that any intellectual property that is developed as the result of the collaborative activities undertaken in furtherance of this MOU will be dealt with by appropriate written agreements, mutually agreed between the parties, at the relevant time.

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5. CONFIDENTIALITY: The parties agree and acknowledge that the terms of this MOU and the discussions relating to the proposed collaborative activities are confidential including any information disclosed [whether in writing, verbally (reduced to writing within 30 days) or by any other means] in relation to the purpose of this MoU and neither party will disclose them without the prior written consent of the other party. If required, Parties may enter into separate confidentiality agreements as per the requirements of specific or respective activities under this MoU. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, businesses or affairs of the other party except as permitted below.

Each party may disclose the other party's confidential information;

- a) to its employees, officers, representatives, or advisers who need to know such information for the purpose of carrying out this MOU, Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other parties confidential information comply with the obligations of this clause and
- b) as may be required by law, court order or any governmental or regulatory authority. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this MOU.

6. TENURE AND TERMINATION

- 6.1 Unless otherwise terminated as per Clause 6.4 or renewed as per Clause 6.2 of this MOU, this MOU shall come in to force from the Effective Date hereof and shall remain valid for a period of (03) three years from the effective date of this MOU.
- 6.2 The Parties agree that this MOU may be renewed by and between the parties, only based on a written mutual consent of the both the Parties, for a specified period only. Unless this MOU is renewed, as per this provision, this MOU shall be deemed to be automatically terminated upon the completion of the validity period.
- 6.3 Either of the parties may terminate this MOU upon serving the other Party a prior written notice of one (1) Month, with or without assigning any reason. In the event of termination of this MOU, both the Parties have to discharge their respective obligations as per this MOU till such date of termination. Any Definitive Agreements/ Documents entered into shall be in force for the remainder of their respective terms and the Parties shall honour and continue to be bound by the obligations of any such Definitive Agreements/ Documents.
- 6.4 Any violation of the provisions of Clause 7, specifically or any of the provisions of this MOU, in general by either Party, shall be construed as an event of default or breach and the same would invoke the termination of this MOU if not cured by the breaching party upon a thirty (30) days notice, by the affected Party against the other Party who has breached the term/s of Clause 5, in specific and this MOU, in general.

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7: RELATIONSHIP BETWEEN THE PARTIES: It is expressly agreed by and between the Parties, that the Party of the First Part and the Party of the Second Part are acting under this MOU as independent contractors and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the name of the other Party, in any way, to make representations or create any obligation or liability, expressed or implied, on behalf of the other Party, in any manner whatsoever, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind with any third parties /associates and/or affiliates and/or subsidiaries and/or concerns, of the Parties of this MOU, in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party, in any manner whatsoever. This Memorandum of Understanding (MoU) is intended solely as a MoU and no partnership, joint venture, employment agency, franchise, or other form of agreement or relationship is intended. It is specifically understood between the parties that the relationship between the parties contemplated under this MoU is strictly on principal to principal basis. Nothing in this MoU shall be construed to the employees/representatives of one Party to be construed as the employees /representatives of the other party. However, both parties shall ensure the following:

- i. Both Parties shall see to it that the respective employees engaged under this MoU shall strictly follow the disciplinary protocols and be professional in their conduct towards each other.

8. NON-EXCLUSIVITY: This MOU is non-exclusive, and the Parties shall have the liberty to enter into similar understandings or agreements with other parties covering co operation/ understanding on clinical research proposal(s), and/or scientific collaboration(s), in any field including the fields mentioned in this MOU but maintain the confidentiality of this MoU.

9. ENTIRE CONTRACT: This MOU embodies the entire, final and complete agreement and understanding between the Parties and replaces and supersedes all prior and discussions and agreements between them with respect to its subject matter

10. SEVERABILITY: Any part, provision, representation or warranty of this MOU which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. If the invalidity of any part, provision, representation or warranty of this MOU shall deprive any party of the original benefit intended to be conferred by this Agreement, the parties shall mutually negotiate, in good-faith, to develop a structure or amend the MOU such that, the original effect of which is as close as possible to the original effect of this MOU without regard to such invalidity.

11. JURISDICTION AND DISPUTE RESOLUTION:

- a. Any disputes between the parties shall be endeavoured to be resolved by mutual discussions by the parties. However, if the dispute cannot be resolved amicably, the matter shall be resolved by way of arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any amendments in the law, in the English language. The venue of arbitration shall be Leh, Ladakh UT, or, Mangalore respectively.
- b. This Agreement shall be governed by the Laws of Republic of India and subject to the exclusive jurisdiction of Courts in Leh Ladakh UT, or, Mangalore respectively.

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12. FORCE MAJEURE: No Party shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one (1) or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, pandemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within one (1) 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.

13. GOVERNING LAW: Both parties hereby undertake to abide the respective law of India with respect to this MoU, and terms and conditions of the agreement/s which might be entered upon under this MoU. Approval/s or / clearance/s from statutory authorities if any, shall be obtained by the respective parties where ever applicable. Each party shall arrange for its internal/ Statutory approval as may be required from time to time to give effect to the above provisions within the agreed time frame and shall sign, execute, and delivery any paper, documents, and application, etc, for the said purpose.

14. WAIVER:

- (a) Failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of any other covenant, duty, agreement or condition
- (b) Any waiver must be specifically stated as such in writing.

15. NON-BINDING: This MOU is only for the purposes of composing the broad understanding of the terms between the Parties and is not legally binding on the Parties hereto.

FOR UNIVERSITY OF LADAKH



(Signature)

Dr Subrat Sharma
Dean Research Studies

Dean Research
University of Ladakh
Leh 194101 Ladakh UT

Witness:



FOR NITTE-DU



(Signature)

Dr. Harsha N Halahalli
Registrar



Registrar
NITTE
(Deemed to be University)

Witness: