



MAR BASELIOS DENTAL COLLEGE

KOTHAMANGALAM, ERNAKULAM, KERALA, INDIA - 686 691

(Affiliated to Kerala University of Health Sciences)

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Date :

MEMORANDUM OF UNDERSTANDING

by and between

**Pushpagiri College of Dental Sciences, Pushpagiri Medicity Road,
Perumthuruthy, Thiruvalla, Kerala, India**

And

Mar Baselios Dental College, Kothamangalam, Ernakulam, Kerala, India

1) PREAMBLE:

This Memorandum of Understanding (MOU) is entered into by **Pushpagiri College of Dental Sciences, Pushpagiri Medicity Road, Perumthuruthy, Thiruvalla, Kerala, India** and between **Mar Baselios Dental College, Kothamangalam, Ernakulam, Kerala, India** are referred to collectively, as "Parties" or individually as "Party".

2) PURPOSE:

The Parties recognize the benefits to be desired from increased collaboration, cooperation and interaction for the further promotion and understanding in the field of dental education, research in dentistry, consultancy, scholarships and faculty development through various activities. (here after collectively, referred to as "Field").

The purpose of this MOU is to define the areas of fundamental, academic research in which the parties desire to Work together in the future for their mutual benefit to foster a collaborative framework between Pushpagiri College of Dental Sciences, Pushpagiri Medicity Road, Perumthuruthy, Thiruvalla, Kerala, India and Mar Baselios Dental College, Kothamangalam, Ernakulam, Kerala, India in the fields with the view to benefiting from each other's, strengths, initiatives and working procedures and to support collaboration among the researcher's associated with both parties.



3) SCOPE:

This MOU sets forth the intentions of the parties for increased collaborations, cooperation and interaction and doesn't create any legally binding commitments, if the parties later agree to undertake, specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each party's contributions, deliverables and budgets.

Both parties agree to cooperate, subject to availability of funds and the respective approvals of both the institutions in academic activities and programs, research and consultancy activities and other areas of mutual interest including specifically the following:

- a) Exchange of students Post Graduate students
- b) Exchange of faculty or staff.
- c) Joint research activities and publications.
- d) Participation in seminars and academic activities.
- e) Exchange of academic materials and other information.
- f) Special short term academic programs.
- g) Specific training projects in the area of research and cooperate in clinical training.
- h) Faculty development programs.
- i) Consultations services for curriculum development.
- j) Other areas of interest and collaborations as shall be identified.

The terms of cooperation of each specific activity implemented under this MOU for Cooperation's shall be mutually discussed and agreed upon in writing by both universities prior to the initiation of that activity. Any such MOUs entered into, as outlined above, will form appendices to this MOU for cooperation.

• **STUDENT EXCHANGE PROGRAM**

- The host College has the right to decide acceptance of exchange students, by taking account of recommendation issued from home College for exchange students based on their academic record.
- Transportation, accommodation, food clothing and other personal costs including the medical health insurance and medical care will be the personal responsibilities of the students themselves. However the host university may charge an amount for providing laboratory, library, internet facilities etc. the amount will be intimated at the time of making an offer.



- The host College shall reserve or make available accommodation on campus for exchange students or assist them in locating suitable housing off campus if they so desire.
- The exchange students will be subject to the student rules at the host College, while on exchange. Exchange students will be offered the same facilities as local students.
- Exchange students will study subjects or conduct researches which are pertinent to their field of study and are offered by the host College.
- Any intellectual property developed during the joint activity will be joint owned by the two Colleges

• **FACULTY EXCHANGE**

The two Colleges will actively seek to promote mutual faculty exchange for mutual agreed periods.

- Faculty exchange may assume various forms, such as individual short-time and long term visit of facilities joint research and development projects.
- Both Colleges will try to seek external funding success to facilitate these exchanges.
- Encouragement of the academic faculty to co-author publications. Joint research activities and joint project possibilities is in subject to applicable copyright and/or other laws of each county, as well as rules and regulations of the respective universities.
- The host Colleges will endeavour to as much as possible, make available such facilities that will enable the faculty to obtain experience and training in its departments and institutes. Including the use of its laboratories and libraries.
- The two Colleges acknowledge that in the absence of an external funding agency, all expenses for travel. Living and allied cost will be left to the discretion and the responsibility of the home College.
- Any intellectual property developed during the joint activity will be jointly owned by the two Colleges.



4) COSTS:

Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate the Parties may also seek funding for collaborative activities from other agencies and institutions as appropriate.

5) INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

The treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements to be entered on a case-by-case basis.

The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party wishes to disclose information that it considers to be confidential or proprietary to the other Party, the Parties will enter into a written, Confidentiality and Non-Disclosure Agreement for each such requirement.

6) TERMS OF UNDERSTANDING:

- a) This MOU will remain in force from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate. Such termination shall have no effect on any outstanding obligations contractually agreed upon between the parties in an Activity Agreement.
- b) The MOU may be terminated by either Party by giving one year's notice, in writing, to the other Party.
- c) Any Amendment to the MOU will require the written approval of both Parties.
- d) Two signed originals of this MOU will be produced with one to reside with each Party.
- e) In the event that discrepancies arise between this document and any translation of it to a language other than English, this English version shall prevail.
- f) This MOU will be valid for a period of five years from the date of signature by both parties.

7) SIGNATURES:

The Parties to this Memorandum of Understanding hereby confirm their agreement to the terms contained herein by their signatures below:

For, Pushpagiri College of Dental Sciences,
Pushpagiri Medicity Road, Perumthuruthy,
Thiruvalla, Kerala, India



Dr. ABY MATHEW T, Principal
Pushpagiri College of Dental Sciences, Pushpagiri
Medicity Road, Perumthuruthy, Thiruvalla,
Kerala, India

Dr. Aby Mathew T. MDS
Principal

Date : 16.06.2022 of Dental Sciences



For, Mar Baselios Dental College,
Kothamangalam, Ernakulam



Prof. Dr. BYJU PAUL KURIAN
Principal,
Mar Baselios Dental College,

Kothamangalam, Ernakulam

DR. BYJU PAUL KURIAN
PRINCIPAL

MAR BASELIOS DENTAL COLLEGE
KOTHAMANGALAM- 686 691

Date : 16.06.2022





Memorandum of Understanding (MoU)

Date: 07/09/2022

THIS AGREEMENT is dated the last date on which it is executed.

BETWEEN:

Department of Periodontology, Pushpagiri College of Dental Sciences, Perumthuruthy, Thiruvalla, Kerala-689107, India

AND

Dental Health Department, College of Applied Medical Sciences, King Saud University, Riyadh- 11433, Saudi Arabia

NAME OF THE RESEARCH PROJECT

Perception of COVID-19 booster dose vaccine among healthcare workers in India and Saudi Arabia

Perception of Indian Medical and Dental practitioners regarding the 2022 outbreak of Monkey Pox disease

SCOPE OF THE MEMORANDUM OF AGREEMENT

The parties wish to conduct research and development with a view to achieving agreed research objectives through a research project on the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. RESEARCH PROJECT

- 1.1 Each party agrees to carry out obligations in accordance with all the latest guidelines on research ethics, brought out by Indian Council for Medical Research or any governmental agency responsible for the same. All research will also comply to the law of the land, wherever the research and data collection is being done.
- 1.2 Each party must:
 - (a) bear its own costs under this Agreement;
 - (b) obtain and comply with all required authorisations from government agencies and ethics committees which are required for the Research Project
 - (c) not knowingly infringe, and use its best endeavours not to infringe, the Intellectual Property rights of any person in carrying out the Research Project

2. REPRESENTATIVES AND NOTICES

- 2.1 Each party nominates as its initial representative for this Agreement the person set out in the relevant schedule.
- 2.2 Any communication under this Agreement shall be written and sent to the recipient's representative as set out in the relevant schedule for that recipient party.

3. PROJECT INTELLECTUAL PROPERTY(IP)

- 3.1 Except for copyright in a student thesis Project IP will be jointly owned by the parties as tenants in common in a pre-specified proportion (mentioned in 3.5) and no party may:
 - (a) grant a licence of its share of any Project IP; or
 - (b) assign its share of the Project IP,without the written consent of all parties, which shall not be unreasonably withheld.
- 3.2 The parties agree that copyright in a student thesis will be owned by the student but the party responsible for the student will ensure that the student enters into a written agreement which is consistent with this Agreement before the student commences any Research Project activities.
- 3.3 The parties will notify each other of any Project IP that might have commercial potential and the parties will negotiate in good faith the terms of any Commercialisation of the Project IP so as to share fairly any associated commercial return.
- 3.4 The parties are committed to appropriate recognition of contributions to invention and exploitation of intellectual property for the benefit of the Australian community.
- 3.5 *[Fill in the details on the proportion of Project IP with each party]*

4. PUBLICATION

- 4.1 At least 28 days prior to any publication, the publishing party will provide a copy of the proposed publication to each other party.
- 4.2 The other parties may provide comments and/or reasonable amendments to the publication to protect their Confidential Information and/or Intellectual Property provided they are given to the publishing party in writing no later than 14 days before the publication is proposed. If no such comments or amendments are provided within those 14 days the publishing party can publish.
- 4.3 All publications will recognise the contribution by the parties to the Research Project.

5. TERMINATION

- 5.1 Within 14 days after the termination of this Agreement (or research project whichever is earlier), the parties will return all Confidential Information and property belonging to the other parties.

6. INSURANCE AND INDEMNITIES

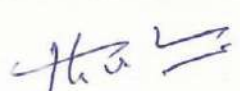



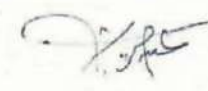

- 6.1 Each party shall effect and maintain adequate insurance to cover its conduct in the Research Project, if legally required so.
- 6.2 Each party agrees to indemnify (and keep indemnified) each other party against all losses or liabilities incurred by that other party and all costs actually payable by that other party in relation to claims against that other party, including legal costs, arising directly from any negligent or unlawful act, error or omission by the First Party in connection with this Agreement.

7. GENERAL

- 7.1 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement.
- 7.2 Any variation of any term and condition of this Agreement or the Research Project shall only be made in writing and executed by all parties.
- 7.3 A party may not assign the rights and obligations arising under this Agreement without the prior written consent of the other parties.

- 7.4 The parties are independent contracting parties and nothing in this Agreement makes any party the employee, partner, agent, or legal representative of any other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of any other.
- 7.5 This Agreement does not preclude any party engaging in research or other activities similar or in competition with the Research Project or its subject matter.
- 7.6 This Agreement is governed by the laws of the Republic of India and each Party submits to the jurisdiction of the courts of the respective States, where the parties are based.
- 7.7 Each party acknowledges that it has received valuable consideration for entering into this Agreement
- 7.8 Schedule 1 and 2; and Annexure A is an integral part of this document
- 7.9 This clause 7 and clauses 2, 3, 4 and 6 shall survive the expiry or termination of this Agreement.

EXECUTED as an agreement by the parties on the last date hereinafter appearing.

Institution	Name and Signature of Authorised Signatory	Date of signing by Authorised Signatory
Principal, Pushpagiri College of Dental Sciences, Thiruvalla	Dr. Aby Mathew T	
Department of Periodontics Pushpagiri College of Dental Sciences, Thiruvalla	Dr. Thomas George	
Professor, Pushpagiri College of Dental Sciences, Thiruvalla	Dr. Nebu George Thomas	
Dental Health Department, College of Applied Medical Sciences, King Saud University	Dr. Sajith Vellapally	
Dental Health Department, College of Applied Medical Sciences, King Saud University	Dr. Abdulaziz Abdullah Al-Khuraif	
Dental Health Department, College of Applied Medical Sciences, King Saud University	Dr. Sachin Naik	



Memorandum of Understanding

Objective:

- Shared commitment to create advocacy to provide a centralized pooling of data on Oral Potentially Malignant Disorders and Oral Cancer cases across the Nation.
- To create a database that will not only provide us with oral cancer statistics but shall also support us in planning and building strategies for fighting the increasing occurrence of Oral Cancer in our Country.

Parties collaborating:

- A. **Indian Dental Association (IDA):** Indian Dental Association (IDA) is an independent and recognized voice of dental professionals in India. IDA has its registered office at: Indian Dental Association Head Office, 3rd Floor Unit no.3A & B Zone 1, 88C, Old Prabhadevi Rd, Prabhadevi, Mumbai, Maharashtra 400025
- B. **Name of Dental College with address:** PUSHPAGIRI COLLEGE OF DENTAL SCIENCES, PUSHPAGIRI MEDICITY, PERUMTHURUTHY, THIRUVALLA, KERALA-689107

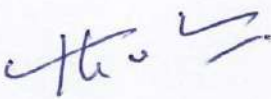
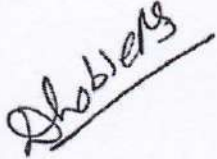


Commitment to Action:

The parties recognize that the people of the Country, suffering from Oral Potentially Malignant Disorders and Oral Cancer are yet to benefit from early diagnosis, awareness and quality oral cancer treatment.

1. Party A will provide Party B with the software to enter all the information regarding Oral Potentially Malignant Disorders and Oral Cancer cases and maintain the database.
2. Party B will systematically collect the said data in order to understand **trends in oral cancer occurrence over the Country**, and enter it in the National Oral Cancer Registry (NOCR) database using the software that Party A has equipped them with.
3. Enter correct, authentic & complete information of all the Oral Potentially Malignant Disorders & Oral Cancer cases, registered with the institution i.e. party B; which includes all new and on-going treatment, treated cases.
4. Party B will have access to all the data entered by them.
5. Only Party A and Party B will have access to the data and the patients' confidentiality will be maintained.
6. All the data collected in this database will be compiled in a report at the end of the year and party B will get credit for the data entered by them, if and where Party A publishes this data.
7. At the end of the year the institution that provides and maintains maximum data will be recognized at the **Indian Dental Conference**, and be felicitated for the same.

This Collaboration will be in place through this MoU from **25th May 2023**.

Signatures

	Head of the Institution	Hon. Sec. General - IDA
Name	DR. ABY MATHEW.T	Dr. Ashok Dhoble
Signature		
Seal		



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CU 533583

COLLABORATIVE AGREEMENT FOR CONDUCTING Applied Professional Experience (APEX) Posting for Postgraduates of Department of Pediatric and Preventive Dentistry, Pushpagiri College of Dental Sciences.

THIS AGREEMENT is made on the day of (year)

BETWEEN

**St. THOMAS HOSPITAL ,Malakkara,
Pathanamthitta , District**

And

**Department of pediatric and preventive
dentistry Of Pushpagiri College of Dental
Sciences (PCDS), Thiruvalla,
Pathanamthitta, District**

No 1173
12/4/2023 13109

P. KRISHNAKUTTY NAIF
THIRUVALLA VENDOR



Where as

1. As per MDS Pediatric and Preventive Dentistry-MDS (course code 247)the Syllabus of The Kerala University of Health Science(KUHS) the II year postgraduate students have an **Applied Professional Experience(APEX)** posting in Plastic surgery department for 2 week which should provide training in basic principles and their application in cleft lip and palate and other oral maxillofacial anomalies with special emphasis on the role of The pediatric dentist in multidisciplinary cleft lip and palate team
2. ST. Thomas Hospital, Malakkara is a Centre of excellence in Maxillofacial and plastic Surgery under Capt. Dr. Somanathan Nair and Dr. P. C. Mathew and the hospital is working with renowned surgeon Dr. Hermann founder of Cleft Childrens' International in Switzerland.

Considering the above two factor and the proximity of the Centre to PCDS, The Department of pediatric dentistry is proposing a Memorandum of Agreement for APEX posting for the II year postgraduate students of the department in Maxillofacial and plastic Surgery of St. Thomas Hospital, Malakkara

- 3)The proposal is being proposed in response to KUHS Syllabus requirements and initial discussions with St. Thomas Hospital- Malakkara,
- 4)St Thomas Hospital and PCDS are now desirous of collaborating with each other to conduct Applied Professional Experience Posting for a duration of 5 years.

NOW THEREFORE, the parties hereto, for and in consideration of the respective undertakings hereinafter set forth, each of which shall be construed as a covenant as well as condition, THE PARTIES have agreed as follows:

DEFINITIONS

In this Agreement, except insofar as the context or subject matter otherwise indicates or requires, the following terms and expressions shall have the following meanings:

“Agreement” means this Agreement and all Schedules to it.

“Collaboration Tasks” means the R&D work described in Schedule 1 to be conducted by the Party shown therein.

“Commencement Date” means the date first appearing on this Agreement.

“Completion Date”

“Confidential Information” means all information passing from the disclosing Party to the other Party relating to the collaboration program including without limitation (i) financial information, business plans, reports or findings, investigative studies, consultations, methodologies, proposals, systems, programs, course content, techniques, strategies, improvements, discoveries, processes, innovations, inventions, trade secrets, drawings, know how, source and object code, arrangements and agreements with third parties, formulae, concepts not reduced to material form, designs, plans and models whether given orally or in writing (ii) any derivations of any information or data which embodies, contains or describes the Confidential Information and (iii) any other data or information designated by the disclosing Party to be confidential or relating to the current or prospective activities or business of the disclosing Party.

“Intellectual Property” means all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks), copyright, circuit layouts, registrable designs, registrable plant varieties, processes, know-how and confidential information in the industrial, scientific and artistic fields including application or right to apply for registration of any of those rights.

“Background Intellectual Property” means any Intellectual Property owned by the Parties prior to the commencement of this Agreement and which is made available by a party or Parties to carry out the collaboration program or to achieve the Intended Project Outcomes.

“Incidental Intellectual Property” means all Intellectual Property arising from or out of the Collaboration Program which does not contribute to the Intended Project Outcome.

“Project Intellectual Property” means any Intellectual Property arising from or out of the Collaboration Program and contributing to the Intended Project Outcome.

1. INTENDED PROJECT OUTCOME

a) Developing knowledge in basic principles and their application in cleft lip and palate and other plastic surgery procedures of the head and neck region for postgraduate students of Pediatric and Preventive Dentistry of PCDS

2. COLLABORATION TASKS

PCDS Tasks

Objective 1

Identifying and Developing Schedule for the postgraduate students for APEX posting.

St.THOMAS HOSPITAL Task

Objective .1

Provide facilities and Guidance for the postgraduates students in the basic principles of plastic surgery procedure in head and neck region with emphasis on cleft lip and palate and trauma cases , Hospital will collect sum of Rupees 3000/- Per student for the expense of hospital consumables

Objective 2

Assesment of the attendance and capabilities of the students and provide certificate for the same.

3.CONFIDENTIALITY

3.1 The Parties shall take all reasonable actions to keep confidential all results or information created as part of Collaboration Tasks.

3.2 Each Party shall take all reasonable actions to keep confidential all Confidential Information communicated by the Disclosing Party which information is stated or understood to be confidential at the time of communication.

3.3 The obligations of confidentiality contained in this Agreement shall not apply to any Confidential Information which:

(a) has been made public by the Disclosing Party or by others with the permission of the Disclosing Party;

- (b) is independently received from a third party who is free to disclose it;
- (c) is in the public domain or is a compilation of material in the public domain.

3.4 The following acts shall not be deemed to be a breach of the above provided that all copies of information supplied is marked confidential by both parties and to be used only for the purpose supplied

3.5 Upon termination of this agreement, the Parties agree to return all information received from the Disclosing Party at the request of the Disclosing Party and keep confidential for five(5) years after the termination.

4. PUBLICATION

Publishing of any research work done in this collaborative activity will be joint outcome of both the parties

5. OTHER ACTIVITIES

Subject to the Parties at all times observing their respective duties and obligations under this Contract the existence of this Contract shall not preclude either Party from engaging in any other activities similar to or in competition with those the subject matter of this Contract

6. ADVERTISING

No Party shall use the name of the other Party in any advertising or other promotional material without the written permission of the other Party.

7. WARRANTIES

6.1 Both Parties shall ensure that all services provided to other Party in relation to this Agreement are provided with the due care, diligence and skill reasonably expected of professional persons providing services of the kind described. The Parties makes no other warranty or assurances with respect to the services carried out in relation to this Agreement, or to its quality, accuracy or suitability for any purpose.

6.2 The Parties do not warrant the validity of any Patent or other Intellectual Property rights which may arise from or are connected with this Contract.

8. LIABILITY

8.1 Neither Party shall be liable to the other Party for any loss or damage arising by reason of its failure to perform work on time

8.2 Each Party agrees to indemnify and keep indemnified the other Party against any and all liabilities, losses, costs and expenses incurred by the other Party to the extent that the same are

incurred as a result of the negligence, wilful misconduct, negligent act or omission or willful failure to act on the part of the first mentioned Party.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with this Agreement, shall continue until the Collaboration Tasks is completed.

9.2 The provisions of Clauses 3,4,5,6,9 & 10 shall survive and be of full effect after expiration or termination of this Agreement.

9.3 This contract may be terminated at any time by mutual written agreement between the Parties.

9.4 If either Party commits a breach of this Agreement then the other Party may request in writing that the breach be remedied. If the Party committing the breach does not remedy it within 30 days then the other Party may terminate this Agreement immediately without further notice.

9.5 Upon termination or expiration of this Agreement all expenses previously paid including equipment purchased in respect of the Collaboration Tasks shall remain the property of respective parties and either party shall make no claim in respect thereof.

10. DISPUTE SETTLEMENT

If there is a dispute between the Parties then:

- (a) the Parties must discuss the dispute initially with a view to settling the dispute amicably;
- (b) if the parties fail to settle the dispute within 14 days of the dispute arising, then the Parties must refer the dispute for mediation to a person appointed by agreement between the parties who has at least two years experience as a mediator;
- (c) the parties must co-operate to the extent necessary to enable the mediator to mediate the dispute within 30 days of his or her appointment;
- (d) the fees of the mediator shall be paid by the Parties in the proportion determined by the mediator;

11. GENERAL

11.1 No Party shall assign all or any of its rights hereunder without the prior written

consent of the other Party.

11.2 No Party shall mortgage, pledge, charge, assign by way of security or otherwise encumber any of its rights hereunder without the prior written consent of the other Party.

11.3 This Agreement shall be read and construed according to the laws for the time being in force in the India

11.4 This Agreement may not be varied except in writing signed by the Parties.

11.5 Should any provision of this Agreement be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.

11.6 Any notice under this Agreement shall be served by hand delivery or by being forwarded by Registered post to the address of the Party shown schedule 4 Part II or to such other address as may be notified in writing by the Party from time to time and in the case of service by post shall be deemed to have been received within seven (7) days after posting. Such notices may be served by facsimile provided that confirmation is served by hand or post as described in this clause.

11.7 No servants or agents of any Party shall by virtue of this Agreement be deemed to be employees of the other Party.

11.8 Each Party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Agreement.

11.9 In this Agreement except to the extent that the context otherwise requires:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting individuals or persons include bodies corporate and trusts and vice versa;
- (c) headings are for convenience only and shall not affect interpretation;
- (d) reference to any document or agreement includes reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) words denoting any gender include all genders; and
- (f) where any word or phrase is given a defined meaning in this Agreement any part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.

11.10 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are hereby superseded.

EXECUTED by the Parties as an Agreement on the date first appearing.

SIGNED for and on behalf of

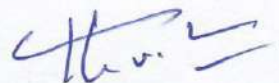
SIGNED for and on behalf of

St. THOMAS HOSPITAL
Malakkara

Pushpagiri
College of Dental Sciences.
Thiruvalla

Signature:

Signature:



Name: Dr. Charlie Cherian

Name: Dr. Aby Mathew T ,

Position: Medical superintendent,
ST. THOMAS HOSPITAL

Position: Principal , Pushpagiri College
of Dental Sciences.

Date:

Date:

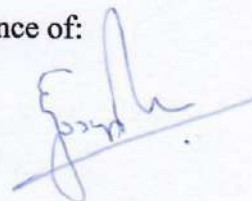
in the presence of:

in the presence of:

Signature:



Signature:



Name:

Name:

DR ELIZABETH JOSEPH

Position:

Position:

Date:

Date:

Part II

Notification Addresses

For St Thomas Hospital

With a copy to

For PCDS

With a copy to:



കേരളം കേരल KERALA

CU 533587

MEMORANDUM OF UNDERSTANDING (MOU)

This agreement is entered into at Thiruvalla on this day

Between

International and Inter University Centre for Nanoscience and Nanotechnology (IIUCNN), represented by Dr Sabu Thomas, Director of the **Other Part**.

AND

Pushpagiri College of Dental Sciences (PCDS), Perumthuruthy, Thiruvalla, represented by Dr. Aby Mathew T., Principal of the **One Part**;

Art. 1 Cooperation

The purpose of this agreement is to formally express the mutual wish of IIUCNN and PCDS to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a legally non-binding agreement which outlines an intention to promote collaboration between the above mentioned institutions. This document would be followed by a Memorandum of Agreement specifying the areas of collaboration and sharing which will have legal binding.

ND 1100
12/4/2017

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P. KRISHNANKUTTY NAIF
THIRUVALLA VENDOR





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Art. 2 Scope of cooperation

Generally speaking and within the limits of financial means of each institution, the cooperation will take the following form:

- Exchange of information in the field of teaching, teaching practice and research;
- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in teaching and research;
- Organising joint conference, methodology workshop, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities;
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest;
- Promotion of exchange programmes for students for a study, training or research period (the modalities will be defined in a specific student exchange agreement) ;
- Co-direction or co-supervision of doctoral theses;
- Joint scientific publications on common interest fields ;
- Any other project of common interest suggested by either of the two parties.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any

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12/4/2017



P. KRISHNANKUTTY NAIF
THIRUVALLA VENDOR



Art. 3 Reference documents

This agreement will be considered as the reference document for any other agreements between the institutions. Complementary agreements concerning any other programme will give information concerning specific programmes and will be agreed upon and applied by the official representatives of the partner institutions. The field of activities covered by this agreement will be determined by the means available in each institution and by the funding obtained.

Art. 4 Validity

The present agreement takes effect as from the date of signature and remains valid for a period of three years. If one party plans to withdraw from the agreement, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

Art. 5 Force Majeure

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.

The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both Parties.

This agreement shall be governed by the laws of Union of India and State of Kerala

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate, at Thiruvalla, Kerala the day and year first above written:

IIUCNN, Kottayam

PCDS, Thiruvalla

Dr. Sabu Thomas

Dr. Aby Mathew T.

Dr. Aby Mathew T. MDS

Principal

Pushpagiri College of Dental Sciences

Director

Principal

Place : Kottayam

Place : Thiruvalla

Date :

Date : 22.03.2023


Annexures :

Witnesses

Witnesses

1 Dr Hanna J Maria



1 Dr. Sunil S 

2 Mridula Sreedharan



2 Nedy George Thomas





കേരളം കേരള KERALA

DR 475265

MEMORANDUM OF UNDERSTANDING

by and between

Pushpagiri College of Dental Sciences, Pushpagiri Medicity Road, Perumthuruthy.

Thiruvalla, Kerala, India

And

Malabar Dental College And Research Centre, Edappal, Kerala, India

1) PREAMBLE

This Memorandum of Understanding (MOU) is entered into by Pushpagiri College of Dental Sciences, Pushpagiri Medicity Road, Perumthuruthy, Thiruvalla, Kerala, India and between Malabar Dental College And Research Centre, Edappal, Kerala, India are referred to collectively, as "Parties" or individually as "Party"

നമ്പർ 1350 തീയതി 14.6.2023.
വില 100RS.

Merry

Dr. Meebu Merry c. paul. principal Malabar
Dental college & Research centre. Mudhur.

കുറ്റിപ്പുറം ന.ദ.ഭ. മേഖല
ഇ. സൗമിത്ത്
എ. നമ്പർ 2/952/2007 (2) *Fourth*



2) PURPOSE:

The Parties recognize the benefits to be desired from increased collaboration, cooperation and interaction for the further promotion and understanding in the field of dental education, research in dentistry, consultancy, scholarships and faculty development through various activities. (here after collectively, referred to as "Field").

The purpose of this MOU is to define the areas of fundamental, academic research in which the parties desire to Work together in the future for their mutual benefit to foster a collaborative framework between Pushpagiri College of Dental Sciences, Pushpagiri Medicity Road, Perumthuruthy, Thiruvalla, Kerala, India and Malabar Dental College, Edappal, Kerala, India in the fields with the view to benefiting from each other's, strengths, initiatives and working procedures and to support collaboration among the researcher's associated with both parties.

3) SCOPE:

This MOU sets forth the intentions of the parties for increased collaborations, cooperation and interaction and doesn't create any legally binding commitments, if the parties later agree to undertake, specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each party's contributions, deliverables and budgets.

Both parties agree to cooperate, subject to availability of funds and the respective approvals of both the institutions in academic activities and programs, research and consultancy activities and other areas of mutual interest including specifically the following:

- a) Exchange of students Post Graduate students
- b) Exchange of faculty or staff.
- c) Joint research activities and publications.
- d) Participation in seminars and academic activities.
- e) Exchange of academic materials and other information.
- f) Special short term academic programs.
- g) Specific training projects in the area of research and cooperate in clinical training.
- h) Faculty development programs.
- i) Consultations services for curriculum development.
- j) Other areas of interest and collaborations as shall be identified.

The terms of cooperation of each specific activity implemented under this MOU for Cooperation's shall be Mutually discussed and agreed upon in writing by both universities prior to the initiation of that activity. Any such MOUs entered into, as outlined above, will form appendices to this MOU for cooperation.

- **STUDENT EXCHANGE PROGRAM**

- The host College has the right to decide acceptance of exchange students, by taking account of recommendation issued from home College for exchange students based on their academic record.
- Transportation, accommodation, food clothing and other personal costs including the medical health insurance and medical care will be the personal responsibilities of the students themselves. However the host university may charge an amount for providing laboratory, library, internet facilities etc. the amount will be intimated at the time of making an offer.
- The host College shall reserve or make available accommodation on campus for exchange students or assist them in locating suitable housing off campus if they so desire.
- The exchange students will be subject to the student rules at the host College, while on exchange. Exchange students will be offered the same facilities as local students.
- Exchange students will study subjects or conduct researches which are pertinent to their field of study and are offered by the host College.
- Any intellectual property developed during the joint activity will be joint owned by the two Colleges

- **FACULTY EXCHANGE**

The two Colleges will actively seek to promote mutual faculty exchange for mutual agreed periods.

- Faculty exchange may assume various forms, such as individual short-time and long term visit of facilities joint research and development projects.
- Both Colleges will try to seek external funding success to facilitate these exchanges.
- Encouragement of the academic faculty to co-author publications. Joint research activities and joint project possibilities is in subject to applicable copyright and/or other laws of each county, as well as rules and regulations of the respective universities.
- The host Colleges will endeavour to as much as possible, make available such facilities that will enable the faculty to obtain experience and training in its departments and institutes. Including the use of its laboratories and libraries.
- The two Colleges acknowledge that in the absence of an external funding agency, all expenses for travel. Living and allied cost will be left to the discretion and the responsibility of the home College.
- Any intellectual property developed during the joint activity will be jointly owned by the two Colleges.

C. M. J.

4) COSTS:

Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate the Parties may also seek funding for collaborative activities from other agencies and institutions as appropriate.

5) INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

The treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements to be entered on a case-by-case basis.

The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party wishes to disclose information that it considers to be confidential or proprietary to the other Party, the Parties will enter into a written, Confidentiality and Non-Disclosure Agreement for each such requirement.

6) TERMS OF UNDERSTANDING:

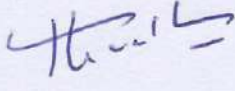
- a) This MOU will remain in force from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate. Such termination shall have no effect on any outstanding obligations contractually agreed upon between the parties in an Activity Agreement.
- b) The MOU may be terminated by either Party by giving one year's notice, in writing, to the other Party.
- c) Any Amendment to the MOU will require the written approval of both Parties.
- d) Two signed originals of this MOU will be produced with one to reside with each Party.
- e) In the event that discrepancies arise between this document and any translation of it to a language other than English, this English version shall prevail.

A handwritten signature in black ink, appearing to read 'Meygul', is written over a horizontal line.

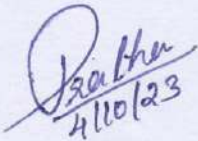
SIGNATURES

The Parties to this Memorandum of Understanding hereby confirm their agreement to the terms contained herein by their signatures below

For, Pushpagiri College of Dental Sciences,
Pushpagiri Medicity Road,
Perumthuruthy
Thiruvalla, Kerala, India

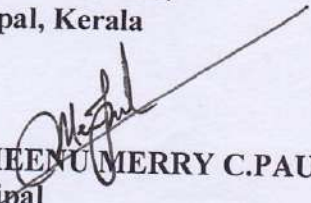
Dr. ABY MATHEW T. 
Principal
Pushpagiri College of Dental Sciences,
Pushpagiri Medicity Road, Perumthuruthy,
Thiruvalla, Kerala, India

Dr. Prabha S.P, Assistant Professor
Department of Biochemistry
PIMS. Thiruvalla


4/10/23

Date :

For, Malabar Dental College And
Research Centre,
Edappal, Kerala


Dr. MEENU MERRY C. PAUL
Principal
Malabar Dental College And Research
Centre,
Edappal, Kerala, India

Dr. Asha K.R. Reader
Department of Biochemistry
Malabar Dental College And
Research Centre,
Edappal, Kerala


Asha K.R.
4/10/23

Date :

UA Ref: UA183333- 94

14 March 2023

Pushpagiri Centre for Evidence Based Practice (PCEBP): A JBI Centre of Excellence

Tiruvalla
PIMS & RC Tiruvalla
Kerala, India PIN. 689101

Dear Dr Elsheba Mathew

RE: JBI CENTRE OF EXCELLENCE MEMBERSHIP

JBI, an institute of the University of Adelaide (University), is pleased to inform *Pushpagiri Centre for Evidence Based Practice (PCEBP): A JBI Centre of Excellence* (Organisation) that your JBI Centre of Excellence membership as part of the international JBI Collaboration (JBIC) has been approved.

The JBIC is an international network comprising **JBI Centres of Excellence** and **JBI Affiliated Groups** which together strategically promote and support evidence informed approaches to the delivery of healthcare policy and practice in their respective countries and regions.

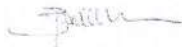
JBI Centres of Excellence have established themselves as a prestigious hub of expertise, through which high quality programs of evidence synthesis, transfer and implementation are achieved. They are recognised by the JBI as an Entity that provides leadership, support, guidance and mentorship to novice groups, and they meet the required competencies and key performance indicators prescribed by the Institute.

To formalise your *JBI Centre of Excellence* membership, please arrange for your Organisation to accept the attached University's Terms and Conditions ("**Agreement**") by countersigning and returning a copy to the address below. Please note that:-

- The existing Affiliated Group or Centre of Excellence Agreement with your Organisation will be discontinued as from the date of execution of this Agreement;
- The initial term of this Agreement will be from 1 January 2022 ("**Effective Start Date**") until 31 March 2025. Subject to review by JBI, this Agreement will automatically renew for a further term of three years unless your Organisation is otherwise notified in writing by JBI at least 30 days prior to expiry/renewal.

Should you have any questions regarding this letter or the University's Terms and Conditions, or if we can assist with anything further, please do not hesitate to contact me at zoe.jordan@adelaide.edu.au.

Yours sincerely



Prof Zoe Jordan
Executive Director
JBI
Faculty of Health and Medical Sciences
The University of Adelaide

JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

1. DEFINITIONS

In this *JBI Centre of Excellence* agreement (**this Agreement**):

- 1.1. **Centre** means the *JBI Centre of Excellence* established, or to be established, pursuant to this Agreement.
- 1.2. **Collaborating Organisation** means the Organisation approved for membership as a *JBI Centre of Excellence*, the details of which are specified in the covering letter to these terms and conditions.
- 1.3. **Collaborating Organisation's Materials** means any materials developed by the Collaborating Organisation for the purpose of the Collaborative Activities during the Term of this Agreement and any prior agreement's with the University.
- 1.4. **Collaborative Activities** means those activities described as such in the JBI Collaboration Handbook.
- 1.5. **Committee of Directors** means a committee of the JBIC consisting of the directors of all collaborating organisations and chaired by the Executive Director.
- 1.6. **Completion Date** is the period of 3 years from the Effective Start Date.
- 1.7. **Confidential Information** means all information held by a Party, in any forms or media, including, without limitation, information, research protocols and methodology, processes, techniques, software, computer records, designs, plans, drawings and models, but does not include information:
 - (a) which is publicly available at the date of this Agreement;
 - (b) which subsequently becomes publicly available, other than as a result of breach of this Agreement by the recipient or disclosure by any other person contrary to this agreement.
 - (c) which is already known to the recipient at the date of this Agreement; or
 - (d) which the recipient has acquired or come to know after the date of this Agreement:
 - (i) independently of the disclosing Party or any agent or employee of the disclosing Party; and
 - (ii) otherwise than pursuant to this Agreement.
- 1.8. **Effective Start Date** means 1 January 2022.
- 1.9. **Executive Director** the Executive Director of the JBI.
- 1.10. **Intellectual Property Rights** means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, trade secrets, know-how, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
- 1.11. **JBI Logo** means the JBI logo depicted on the first page of this Agreement and registered as Australian trade mark number 915074.
- 1.12. **JBI Materials** means any materials developed by JBI prior to the Effective Start Date of this Agreement or independently of this Agreement and provided to the Collaborating Organisation.
- 1.13. **JBI Short Courses** include the JBI Comprehensive Systematic Review Training Program (**CSRTP**) and the JBI Evidence Implementation Training Program (**EITP**)
- 1.14. **JBI Train the Trainer Handbook** means the Train the Trainer Handbook provided by the University, through JBI, to the Collaborating Organisation for distribution to the Trainer(s), available at <https://wiki.jbi.global/display/JBCI/JBI+Trainer+Handbooks> and as periodically amended by JBI.
- 1.15. **JBI Training Materials** are the training materials and information provided by the University, through JBI, to the Collaborating Organisation for distribution to the Trainer(s), to allow the Trainer(s) to deliver JBI Short Courses.
- 1.16. **JBI Collaboration Handbook** means the JBI Collaboration Handbook available at <https://wiki.jbi.global/pages/viewpage.action?pageId=18055242> and as periodically amended by JBI.
- 1.17. **Participant(s)** include a person who registers to attend a JBI Short Course delivered by the Collaborating Organisation's Trainer(s).
- 1.18. **Term** means the term of this Agreement being from the Effective Start Date until 31 March 2025.
- 1.19. **Trainer(s)** means a person (or persons) employed by the Collaborating Organisation, who having completed the prescribed JBI Short Course Train the Trainer program, as detailed in the JBI Train the Trainer Handbook, is authorised to deliver a JBI Short Course on behalf of the Collaborating Organisation.
- 1.20. **Training Activities** are those activities required to be carried out by the Trainer(s) to deliver a JBI Short Course as detailed in the JBI Train the Trainer Handbook.
- 1.21. **Training Administration Fee** means the \$AUD amount payable to JBI per participant registration in JBI Short Courses delivered by the Collaborating Organisation as determined by JBI and detailed in the JBI Train the Trainer Handbook as varied from time to time.
- 1.22. Unless the context otherwise requires:
 - (a) references to the singular includes the plural and conversely;
 - (b) words importing gender will include all genders;
 - (c) the expression 'person' will include individuals, corporations, partnerships, joint ventures, associations, trusts, agencies or other bodies; and
 - (d) where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - (e) words defined in the covering letter to these terms & conditions have the same meaning in these terms and conditions.

2. Term of the Agreement

- 0.1. As from the Effective Start Date, the Collaboration Agreement dated 1 January 2019 between JBI and the Collaborating Organisation is terminated, and the Parties agree to regulate their future JBIC collaborative arrangements on the terms and conditions of this Agreement.
- 2.2. This Agreement commences on the Effective Start Date and, unless terminated earlier in accordance with clause 9, operates for the Term.
- 0.3. The Term may be extended for any period as agreed between the Parties in writing.

3. Confidential Information

JBI Centre of Excellence Agreement v FINAL dated 01.02.2019

JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

- 3.1 Each Party will retain all right, title and interest in and to its Confidential Information and disclose to the recipient Party such of its Confidential Information as it considers necessary for the Collaborative Activities.
- 3.2 A disclosing Party must notify the recipient Party of any restrictions or limitations on use of the Confidential Information of which it is aware. A recipient Party may only use the Confidential Information in accordance with those restrictions or limitations.
- 3.3 The recipient of any Confidential Information agrees to keep the Confidential Information secret and confidential and must not, without the prior written approval of the disclosing Party, use, disclose, divulge or deal with any Confidential Information, nor cause, permit or allow any act, matter or thing to be done, omitted or occur which causes any Confidential Information to become known or be used by, or be disclosed or communicated to, any other person, except strictly in accordance with the terms of this Agreement.

4. Obligations of the Collaborating Organisation

- 4.1 The Collaborating Organisation agrees that to qualify as, and to continue to qualify as, a JBI Centre of Excellence member it must at all times:
 - 4.1.1 manage the Collaborative Activities of the Centre in the manner prescribed for such activities in the JBI Collaboration Handbook and this Agreement or as agreed in writing between the Parties;
 - 4.1.2 cover all costs in connection with the establishment and operation of the Centre;
 - 4.1.3 perform all its obligations under this Agreement through the auspices of the Centre, in a form and with content as agreed between the Parties;
 - 4.1.4 participate in periodic reviews of its Collaborative Activities in accordance with the JBI Collaboration Handbook; and
 - 4.1.5 participate in a summative review prior to the Completion Date of this Agreement in the manner detailed in the JBI Collaboration Handbook
- 4.2 The Collaborating Organisation must perform such Core and Elective Key Performance Activities as are sufficient to enable the Collaborating Organisation to meet the standard for continuing membership as a *JBI Centre of Excellence* (as more particularly described in the JBI Collaboration Handbook).
- 4.3 The Collaborating Organisation will appoint a Director of the Centre who will manage the Centre in accordance with, and to such standards specified in, the JBI Collaboration Handbook.
- 4.4 The Collaborating Organisation Director (or proxy) will endeavour to attend the Committee of Directors teleconferences and face to face meetings and JBI/JBIC Colloquia and Conventions in accordance with the manner and procedure set out in the JBI Collaboration Handbook.
- 4.5 The Collaborating Organisation agrees that in the delivery of JBI Short Courses it will:
 - 4.5.1 be liable for all costs in connection with the delivery of the Training Activities by the Trainer(s);
 - 4.5.2 provide JBI with information in relation to the Training Activities undertaken by the Trainer(s) including details of Participants, where the courses/programs were conducted, and which Trainer(s) taught the course;
 - 4.5.3 ensure that Participants who have completed JBI Short Courses subsequently complete the online course evaluations;
 - 4.5.4 ensure that the Trainer(s) deliver only the JBI Training Materials and conduct Training Activities in accordance with the JBI Train the Trainer Handbook;
 - 4.5.5 ensure at all times that the most recent version of JBI Training Materials provided to the Collaborating Organisation by JBI is used to carry out the Training Activities, except where the Collaborating Organisation has obtained express written permission from JBI to use older materials;
- 4.56 ensure that the Trainer(s) conduct at least one JBI Short Course per calendar year, in accordance with the JBI Train the Trainer Handbook; and
- 4.57 ensure that the Trainer(s) successfully complete Trainer reaccreditation activities as required by JBI.

5. Intellectual Property

- 5.1 Each Party retains ownership to Intellectual Property Rights it has created prior to the Effective Start Date or independently of this Agreement and which it has made available for the performance of this Agreement.
- 5.2 The Collaborating Organisation grants the University an irrevocable, exclusive, fee-free licence to use, reproduce and adapt the copyright in the Collaborating Organisation's Materials provided for the Collaborative Activities under this Agreement.
- 5.3 The University grants the Collaborating Organisation a revocable, non-exclusive, fee-free licence to use the copyright in the JBI Materials, for the sole purpose of the Collaborative Activities during the Term.
- 5.4 The University grants the Collaborating Organisation a revocable, non-exclusive licence solely for the Organisation and its Trainer(s) to use the copyright in the JBI Training Materials, for the sole purpose of conducting Training Activities to deliver JBI Short Courses, and for the Participants' subsequent learning purposes, but not for the Participants to gain credits towards tertiary, higher education, post graduate or award courses. The Collaborating Organisation and its Trainer(s) may only use, photocopy or distribute JBI Training Materials for the purpose of providing JBI Training Materials to the Participants. The Collaborating Organisation will respect, and will ensure its Trainer(s) respect, the moral rights of the authors in the JBI Training Materials.
- 5.5 If the Collaborating Organisation wants to incorporate the JBI Training Materials in the programs they deliver for the purpose of Participants gaining credits towards tertiary, higher education, post graduate or award courses, the Collaborating Organisation must enter into good faith negotiations with the University to obtain a licence to the JBI Training Materials for that purpose.
- 5.6 The Collaborating Organisation grants to the University a perpetual, non-exclusive licence for JBI to use, copy and publish information provided to it under clause 4.5.2.
- 5.7 Each Party will, in any publication containing information provided by the other Party, acknowledge the authorship of that information.

6. Publicity and promotion

JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

- 6.1 The Collaborating Organisation will use reasonable endeavours to promote JBI within its spheres of influence, including, without limitation, the promotion of subscription to JBI's online resources.
- 6.2 The University grants a non-exclusive, revocable, royalty-free licence, for the Collaborating Organisation to use the JBI name and JBI Logo for the sole purpose of promoting the Collaborative Activities and JBI.
- 6.3 In the event that the University considers that its name or the JBI name or JBI Logo has been used outside the requirements of clause 6.2, the University will cancel this licence with immediate effect, by giving written notice to the Collaborating Organisation.
- 6.4 The University will provide the Collaborating Organisation with sufficient quantities of its promotional material to enable the Collaborating Organisation to promote JBI.
- 6.5 The Collaborating Organisation will be solely responsible for and will ensure that all communications conducted by it, in connection with this Agreement and particularly JBI, will not contain information that is inaccurate or incomplete, false, misleading or deceptive.
- 6.6 If the University reasonably considers that the Collaborating Organisation has breached this clause 6, the University may terminate this Agreement pursuant to clause 9.2.

7. Payment and Funding

- 7.1 The Collaborating Organisation agrees to provide financial and in-kind assistance for base level staffing and infrastructure sufficient to enable:-
 - (a) effective operation of the Collaborative Activities at the Centre; and
 - (b) the Collaborating Organisation to meet, and maintain, the standard for continuing membership as a *JBI Centre of Excellence*.
- 7.2 Any funding received by the Collaborating Organisation from the University pursuant to this Agreement must be used only to fund Collaborative Activities.
- 7.3 In respect to any funding provided by the University under clause 7.2 (above), the Collaborating Organisation must keep and maintain proper accounting records of how the funding is spent and if requested by the University, at any time during or for 7 years after the Term, the Collaborating Organisation will provide copies of such records to the University's employees or advisers.
- 7.4 The Collaborating Organisation will pay the University the Training Administration Fee for any JBI Short Courses delivered, as detailed in the JBI Train the Trainer Handbook.
- 7.5 The Collaborating Organisation must keep and maintain proper accounting records of all payments made to the University under clause 7.4 (above), all Training Activities carried out by the Collaborating Organisation, including revenue generated, and if requested by JBI, at any time during or for 7 years after the Term, the Collaborating Organisation will provide copies of such records to the University.

8. Liability

- 8.1 Each Party will be responsible for the safety of its own property and employees involved in the Collaboration Activities. Personnel of one Party will in no circumstances be considered to be employees of the other Party.
- 8.2 Each Party ('**indemnifying Party**') will indemnify the other Party ('**indemnified Party**') from and against any loss (including reasonable legal costs and expenses) or liability (but specifically excluding any loss of profit and indirect or consequential loss damage or injury) reasonably incurred or suffered by the indemnified Party arising from any claims, demands, actions or proceedings by a third party against the indemnified Party directly arising out of a breach of the terms of this Agreement or the negligent act or omission of the indemnifying Party provided that such indemnity will be reduced proportionately to the extent that any negligent act or omission or breach of the terms of this Agreement of the indemnified Party or its officers, employees and agents contributed to the relevant loss or liability.

9. Termination & Disestablishing a Centre

- 9.1 Either Party may terminate this Agreement by not less than 3 months written notice to the other Party (unless an earlier termination is mutually agreed by the Parties in writing).
- 9.2 If the Collaborating Organisation breaches this Agreement and the University reasonably considers that the breach cannot be remedied, then the University will, by way of notice in writing, terminate this Agreement immediately.
- 9.3 The consequences of the expiry or termination of this Agreement include:
 - (a) the immediate termination of the licence for the Collaborating Organisation and its Trainer(s) to use the JBI Training Materials;
 - (b) the immediate termination of the licence granted to the Collaborating Organisation and its Trainer(s) under clause 6.2;
 - (c) the immediate return of the JBI Training Materials to the University by the Collaborating Organisation; and
 - (d) the immediate cessation of use of all promotional material referring to JBI and JBI Short Courses, including all promotional material that uses the JBI name and/or JBI Logo, by the Organisation and immediate return to the University.
- 9.4 All rights and obligations under Clauses 3, 5, 7, 8, and 10 will survive termination of this Agreement.
- 9.5 Upon termination or expiration of this Agreement, the Parties agree to follow the Centre Disestablishment Process as described in the JBI Collaboration Handbook.

10. Dispute Resolution

- 10.1 The Parties will endeavour to settle any dispute, controversy or claim arising out of, or relating to, this Agreement in good faith.
- 10.2 Any Dispute arising out of or relating to this Agreement or the breach, termination or invalidity of this Agreement will in the first instance be referred to the following representatives of the Parties for them to endeavour to resolve amongst themselves:

The University:

Deputy Vice Chancellor, Research or his/her authorised delegate
Managing Director of the Collaborating Organisation

Collaborating Organisation:

JBI CENTRE OF EXCELLENCE TERMS AND CONDITIONS

10.3 In the event that the Dispute is not resolved within 30 days from the date of referral of the Dispute to the designated persons referred to in clause 10.2 (or within such further period as those representatives may agree is appropriate), the Parties may take such further action as they think fit and reasonable in the circumstances.

11. Severability

Should any provision of this Agreement be held by a court to be invalid, unenforceable or illegal for any reason, such provision will be deemed severed from the Agreement and the validity and enforceability of the remaining provisions will not be affected.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether oral or in writing.

13. Assignment

This Agreement is personal to the Parties and neither Party may assign its benefits or obligations under this Agreement unless mutually agreed in writing.

14. General

- 14.1 The Collaborating Organisation must not transfer or encumber its interest in, or subcontract its obligations under, this Agreement without the University's written consent.
- 14.2 The relationship between the Parties is that of independent contractors and not partners, joint venturers or principal and agent.
- 14.3 Nothing in this Agreement prevents the University from entering into any future arrangements with any third party in relation to any matter similar to or in competition with the subject matter of this Agreement.
- 14.4 The Parties intend to sign and deliver this Agreement by electronic transmission. Each Party agrees that the delivery of the Agreement by electronic transmission will have the same force and effect as delivery of original signatures and that each Party may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent that an original signature could be used.
- 14.5 In the case of any inconsistency between any translation of this Agreement, or any documentation related to this Agreement, in a language other than English and the English version, the English version will prevail.

EXECUTED as an Agreement

SIGNED for and on behalf of the **UNIVERSITY OF ADELAIDE**
by an officer duly authorised to sign on its behalf:)



Name: Greg Macpherson
Position: University delegate
Date: 17 March 2022

SIGNED for and on behalf of **COLLABORATING ORGANISATION** by an officer duly authorised to sign on its behalf:)


Name: **REV. DR. MATHEW MAZHANCHERIL**
Position: **DIRECTOR**
Pushpagiri Institute of Medical Sciences & Research Centre
Date: 14-03-2022
Tiruvalla 689 101, Kerala





THE UNIVERSITY
of ADELAIDE



JOANNA BRIGGS INSTITUTE
Better evidence. Better outcomes.

UA Ref: UA183333- 70

10th April 2019

Pushpagiri Centre for Evidence Based Practice (PCEBP): A Joanna Briggs Institute Affiliated Group
Tiruvalla
PIMS&RCTiruvalla
Kerala, India PIN. 689101

Dear Elsheba Mathew,

RE: JBI AFFILIATED GROUP MEMBERSHIP

The Joanna Briggs Institute (JBI), an institute of the University of Adelaide (University), is pleased to inform *Pushpagiri Centre for Evidence Based Practice (PCEBP): A Joanna Briggs Institute Affiliated Group (Organisation)* that your *JBI Affiliated Group* membership as part of the international Joanna Briggs Collaboration (JBC) has been approved.

The JBC is an international network comprising *JBI Centres of Excellence* and *JBI Affiliated Groups* which together strategically promote and support evidence informed approaches to the delivery of healthcare policy and practice in their respective countries and regions.

JBI Affiliated Groups are committed to promoting and supporting evidence synthesis, transfer and implementation. They are tactical groups of skilled clinicians, academics and scientists with a defined focus who operationalise JBI method and methodology within their jurisdiction

JBI Affiliated Groups are not eligible to receive funding from JBI, however are supported through access to resources and are welcome and encouraged to attend the annual general meeting of the JBC. JBI Affiliated Groups are also eligible to apply to become a JBI Centre of Excellence in accordance with the usual JBI Centre of Excellence application process.

To formalise your *JBI Affiliated Group* membership, please arrange for your Organisation to accept the attached University's Terms and Conditions ("**Agreement**") by countersigning and returning a copy to the address below. Please note that:-

- The initial term of this Agreement will be from 1 January 2019 ("**Effective Start Date**") until 31 March 2024. Subject to review by JBI, this Agreement will automatically renew for a further term of five years unless your Organisation is otherwise notified in writing by JBI at least 30 days prior to expiry/renewal.

Should you have any questions regarding this letter or the University's Terms and Conditions, or if we can assist with anything further, please do not hesitate to contact me at zoe.jordan@adelaide.edu.au.

Yours sincerely

Prof Zoe Jordan
Executive Director
Joanna Briggs Institute
Faculty of Health and Medical Sciences
The University of Adelaide

JBI AFFILIATED GROUP TERMS AND CONDITIONS

1. DEFINITIONS

In this *JBI Affiliated Group* agreement (this Agreement):

- 1.1. **Collaborating Organisation** means the Organisation approved for membership as a *JBI Affiliated Group*, the details of which are specified in the covering letter to these terms and conditions.
- 1.2. **Collaborating Organisation's Materials** means any materials developed by the Collaborating Organisation for the purpose of the Collaborative Activities during the Term of this Agreement and any prior agreement's with the University.
- 1.3. **Collaborative Activities** means those activities described as such in the Joanna Briggs Collaboration Handbook.
- 1.4. **Committee of Directors** means a committee of the JBC consisting of the directors of all collaborating organisations and chaired by the Executive Director.
- 1.5. **Completion Date** is the period of 3 years from the Effective Start Date.
- 1.6. **Confidential Information** means all information held by a Party, in any forms or media, including, without limitation, information, research protocols and methodology, processes, techniques, software, computer records, designs, plans, drawings and models, but does not include information:
 - (a) which is publicly available at the date of this Agreement;
 - (b) which subsequently becomes publicly available, other than as a result of breach of this Agreement by the recipient or disclosure by any other person contrary to this agreement.
 - (c) which is already known to the recipient at the date of this Agreement; or
 - (d) which the recipient has acquired or come to know after the date of this Agreement:
 - (i) independently of the disclosing Party or any agent or employee of the disclosing Party; and
 - (ii) otherwise than pursuant to this Agreement.
- 1.7. **Effective Start Date** means 1 January 2019.
- 1.8. **Executive Director** the Executive Director of the Joanna Briggs Institute.
- 1.9. **Intellectual Property Rights** means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, trade secrets, know-how, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
- 1.10. **Group** means the *JBI Affiliated Group* established, or to be established, pursuant to this Agreement.
- 1.11. **JBI Logo** means the JBI logo depicted on the first page of this Agreement and registered as Australian trade mark number 915074.
- 1.12. **JBI Materials** means any materials developed by JBI prior to the Effective Start Date of this Agreement or independently of this Agreement and provided to the Collaborating Organisation.
- 1.13. **JBI Short Courses** include the JBI Comprehensive Systematic Review Training Program (CS RTP) and the JBI Evidence-based Clinical Fellowship Program (EBCFP)
- 1.14. **JBI Train the Trainer Handbook** means the Train the Trainer Handbook provided by the University, through JBI, to the Collaborating Organisation for distribution to the Trainer(s), available at <https://wiki.joannabriggs.org/display/JBCI/Joanna+Briggs+Collaboration+Hub> and as periodically amended by JBI.
- 1.15. **JBI Training Materials** are the training materials and information provided by the University, through JBI, to the Collaborating Organisation for distribution to the Trainer(s), to allow the Trainer(s) to deliver JBI Short Courses.
- 1.16. **Joanna Briggs Collaboration Handbook** means the Joanna Briggs Collaboration Handbook available at <https://wiki.joannabriggs.org/display/JBCI/Joanna+Briggs+Collaboration+Hub> and as periodically amended by JBI.
- 1.17. **Participant(s)** include a person who registers to attend a JBI Short Course delivered by the Collaborating Organisation's Trainer(s).
- 1.18. **Term** means the term of this Agreement being from the Effective Start Date until 31 March 2024.
- 1.19. **Trainer(s)** means a person (or persons) employed by the Collaborating Organisation, who having completed the prescribed JBI Short Course Train the Trainer program, as detailed in the JBI Train the Trainer Handbook, is authorised to deliver a JBI Short Course on behalf of the Collaborating Organisation.
- 1.20. **Training Activities** are those activities required to be carried out by the Trainer(s) to deliver a JBI Short Course as detailed in the JBI Train the Trainer Handbook.
- 1.21. **Training Administration Fee** means the \$AUD amount payable to JBI per participant registration in JBI Short Courses delivered by the Collaborating Organisation as determined by JBI and detailed in the JBI Train the Trainer Handbook as varied from time to time.
- 1.22. Unless the context otherwise requires:
 - (a) references to the singular includes the plural and conversely;
 - (b) words importing gender will include all genders;
 - (c) the expression 'person' will include individuals, corporations, partnerships, joint ventures, associations, trusts, agencies or other bodies; and
 - (d) where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - (e) words defined in the covering letter to these terms & conditions have the same meaning in these terms and conditions.

2. Term of the Agreement

- 2.1 This Agreement commences on the Effective Start Date and, unless terminated earlier in accordance with clause 9, operates for the Term.
- 2.2 The Term may be extended for any period as agreed between the Parties in writing.

3. Confidential Information

- 3.1 Each Party will retain all right, title and interest in and to its Confidential Information and disclose to the recipient Party such of its Confidential Information as it considers necessary for the Collaborative Activities.
- 3.2 A disclosing Party must notify the recipient Party of any restrictions or limitations on use of the Confidential Information of which it is aware. A recipient Party may only use the Confidential Information in accordance with those restrictions or limitations.

JBI Affiliated Group Agreement v FINAL dated 01.02.2019

JBI AFFILIATED GROUP TERMS AND CONDITIONS

- 3.3 The recipient of any Confidential Information agrees to keep the Confidential Information secret and confidential and must not, without the prior written approval of the disclosing Party, use, disclose, divulge or deal with any Confidential Information, nor cause, permit or allow any act, matter or thing to be done, omitted or occur which causes any Confidential Information to become known or be used by, or be disclosed or communicated to, any other person, except strictly in accordance with the terms of this Agreement.

4. Obligations of the Collaborating Organisation

- 4.1 The Collaborating Organisation agrees that to qualify as, and to continue to qualify as, a JBI Affiliated Group member it must at all times:
- 4.1.1 manage the Collaborative Activities of the Group in the manner prescribed for such activities in the Joanna Briggs Collaboration Handbook and this Agreement or as agreed in writing between the Parties;
 - 4.1.2 cover all costs in connection with the establishment and operation of the Group;
 - 4.1.3 perform all its obligations under this Agreement through the auspices of the Group, in a form and with content as agreed between the Parties;
 - 4.1.4 participate in periodic reviews of its Collaborative Activities in accordance with the Joanna Briggs Collaboration Handbook; and
 - 4.1.5 participate in a summative review prior to the Completion Date of this Agreement in the manner detailed in the Joanna Briggs Collaboration Handbook
- 4.2 The Collaborating Organisation must perform such Core and Elective Key Performance Activities as are sufficient to enable the Collaborating Organisation to meet the standard for continuing membership as a JBI Affiliated Group (as more particularly described in the Joanna Briggs Collaboration Handbook).
- 4.3 The Collaborating Organisation will appoint a Convenor of the Group who will manage the Group in accordance with, and to such standards specified in, the Joanna Briggs Collaboration Handbook.
- 4.4 The Collaborating Organisation Convenor (or proxy) will endeavour to attend the Committee of Directors teleconferences and face to face meetings and JBI/JBC Colloquia and Conventions in accordance with the manner and procedure set out in the Joanna Briggs Collaboration Handbook.
- 4.5 The Collaborating Organisation agrees that in the delivery of JBI Short Courses it will:
- 4.5.1 be liable for all costs in connection with the delivery of the Training Activities by the Trainer(s);
 - 4.5.2 provide JBI with information in relation to the Training Activities undertaken by the Trainer(s) including details of Participants, where the courses/programs were conducted, and which Trainer(s) taught the course;
 - 4.5.3 ensure that Participants who have completed JBI Short Courses subsequently complete the online course evaluations;
 - 4.5.4 ensure that the Trainer(s) deliver only the JBI Training Materials and conduct Training Activities in accordance with the JBI Train the Trainer Handbook;
 - 4.5.5 ensure at all times that the most recent version of JBI Training Materials provided to the Collaborating Organisation by JBI is used to carry out the Training Activities, except where the Collaborating Organisation has obtained express written permission from JBI to use older materials;
 - 4.5.6 ensure that the Trainer(s) conduct at least one JBI Short Course per calendar year, in accordance with the JBI Train the Trainer Handbook; and
 - 4.5.7 ensure that the Trainer(s) successfully complete Trainer reaccreditation activities as required by JBI.

5. Intellectual Property

- 5.1 Each Party retains ownership to Intellectual Property Rights it has created prior to the Effective Start Date or independently of this Agreement and which it has made available for the performance of this Agreement.
- 5.2 The Collaborating Organisation grants the University an irrevocable, exclusive, fee-free licence to use the copyright in the Collaborating Organisation's Materials provided for the Collaborative Activities under this Agreement.
- 5.3 The University grants the Collaborating Organisation a revocable, non-exclusive, fee-free licence to use the copyright in the JBI Materials, for the sole purpose of the Collaborative Activities during the Term.
- 5.4 The University grants the Collaborating Organisation a revocable, non-exclusive licence solely for the Organisation and its Trainer(s) to use the copyright in the JBI Training Materials, for the sole purpose of conducting Training Activities to deliver JBI Short Courses, and for the Participants' subsequent learning purposes, but not for the Participants to gain credits towards tertiary, higher education, post graduate or award courses. The Collaborating Organisation and its Trainer(s) may only use, photocopy or distribute JBI Training Materials for the purpose of providing JBI Training Materials to the Participants. The Collaborating Organisation will respect, and will ensure its Trainer(s) respect, the moral rights of the authors in the JBI Training Materials.
- 5.5 If the Collaborating Organisation wants to incorporate the JBI Training Materials in the programs they deliver for the purpose of Participants gaining credits towards tertiary, higher education, post graduate or award courses, the Collaborating Organisation must enter into good faith negotiations with the University to obtain a licence to the JBI Training Materials for that purpose.
- 5.6 The Collaborating Organisation grants to the University a perpetual, non-exclusive licence for JBI to use, copy and publish information provided to it under clause 4.5.2.
- 5.7 Each Party will, in any publication containing information provided by the other Party, acknowledge the authorship of that information.

6. Publicity and promotion

- 6.1 The Collaborating Organisation will use reasonable endeavours to promote JBI within its spheres of influence, including, without limitation, the promotion of subscription to JBI's online resources.
- 6.2 The University grants a non-exclusive, revocable, royalty-free licence, for the Collaborating Organisation to use the Joanna Briggs Institute name (including JBI™) and JBI Logo for the sole purpose of promoting the Collaborative Activities and JBI.

JBI Affiliated Group Agreement v FINAL dated 01.02.2019

JBI AFFILIATED GROUP TERMS AND CONDITIONS

- 6.3 In the event that the University considers that its name or the Joanna Briggs Institute name or JBI Logo has been used outside the requirements of clause 6.2, the University will cancel this licence with immediate effect, by giving written notice to the Collaborating Organisation.
- 6.4 The University will provide the Collaborating Organisation with sufficient quantities of its promotional material to enable the Collaborating Organisation to promote JBI.
- 6.5 The Collaborating Organisation will be solely responsible for and will ensure that all communications conducted by it, in connection with this Agreement and particularly JBI, will not contain information that is inaccurate or incomplete, false, misleading or deceptive.
- 6.6 If the University reasonably considers that the Collaborating Organisation has breached this clause 6, the University may terminate this Agreement pursuant to clause 9.2.

7. Payment and Funding

- 7.1 The Collaborating Organisation agrees to provide financial and in-kind assistance for base level staffing and infrastructure sufficient to enable:-
- (a) effective operation of the Collaborative Activities at the Group; and
 - (b) the Collaborating Organisation to meet, and maintain, the standard for continuing membership as a *JBI Affiliated Group*.
- 7.2 Any funding received by the Collaborating Organisation from the University pursuant to this Agreement must be used only to fund Collaborative Activities.
- 7.3 In respect to any funding provided by the University under clause 7.2 (above), the Collaborating Organisation must keep and maintain proper accounting records of how the funding is spent and if requested by the University, at any time during or for 7 years after the Term, the Collaborating Organisation will provide copies of such records to the University's employees or advisers.
- 7.4 The Collaborating Organisation will pay the University the Training Administration Fee for any JBI Short Courses delivered, as detailed in the JBI Train the Trainer Handbook.
- 7.5 The Collaborating Organisation must keep and maintain proper accounting records of all payments made to the University under clause 7.4 (above), all Training Activities carried out by the Collaborating Organisation, including revenue generated, and if requested by JBI, at any time during or for 7 years after the Term, the Collaborating Organisation will provide copies of such records to the University.

8. Liability

- 8.1 Each Party will be responsible for the safety of its own property and employees involved in the Collaboration Activities. Personnel of one Party will in no circumstances be considered to be employees of the other Party.
- 8.2 Each Party ('**Indemnifying Party**') will indemnify the other Party ('**Indemnified Party**') from and against any loss (including reasonable legal costs and expenses) or liability (but specifically excluding any loss of profit and indirect or consequential loss damage or injury) reasonably incurred or suffered by the indemnified Party arising from any claims, demands, actions or proceedings by a third party against the indemnified Party directly arising out of a breach of the terms of this Agreement or the negligent act or omission of the indemnifying Party provided that such indemnity will be reduced proportionately to the extent that any negligent act or omission or breach of the terms of this Agreement of the indemnified Party or its officers, employees and agents contributed to the relevant loss or liability.

9. Termination & Disestablishing a Group

- 9.1 Either Party may terminate this Agreement by not less than 3 months written notice to the other Party (unless an earlier termination is mutually agreed by the Parties in writing).
- 9.2 If the Collaborating Organisation breaches this Agreement and the University reasonably considers that the breach cannot be remedied, then the University will, by way of notice in writing, terminate this Agreement immediately.
- 9.3 The consequences of the expiry or termination of this Agreement include:
- (a) the immediate termination of the licence for the Collaborating Organisation and its Trainer(s) to use the JBI Training Materials;
 - (b) the immediate termination of the licence granted to the Collaborating Organisation and its Trainer(s) under clause 6.2;
 - (c) the immediate return of the JBI Training Materials to the University by the Collaborating Organisation; and
 - (d) the immediate cessation of use of all promotional material referring to JBI and JBI Short Courses, including all promotional material that uses the Joanna Briggs Institute or JBI™ name and/or JBI Logo, by the Organisation and immediate return to the University.
- 9.4 All rights and obligations under Clauses 3, 5, 7, 8, and 10 will survive termination of this Agreement.
- 9.5 Upon termination or expiration of this Agreement, the Parties agree to follow the Group Disestablishment Process as described in the Joanna Briggs Collaboration Handbook.

10. Dispute Resolution

- 10.1 The Parties will endeavour to settle any dispute, controversy or claim arising out of, or relating to, this Agreement in good faith.
- 10.2 Any Dispute arising out of or relating to this Agreement or the breach, termination or invalidity of this Agreement will in the first instance be referred to the following representatives of the Parties for them to endeavour to resolve amongst themselves:

The University: Deputy Vice Chancellor, Research or his/her authorised delegate
Collaborating Organisation: Managing Convenor of the Collaborating Organisation

JBI AFFILIATED GROUP TERMS AND CONDITIONS

10.3 In the event that the Dispute is not resolved within 30 days from the date of referral of the Dispute to the designated persons referred to in clause 10.2 (or within such further period as those representatives may agree is appropriate), the Parties may take such further action as they think fit and reasonable in the circumstances.

11. Severability

Should any provision of this Agreement be held by a court to be invalid, unenforceable or illegal for any reason, such provision will be deemed severed from the Agreement and the validity and enforceability of the remaining provisions will not be affected.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether oral or in writing.

13. Assignment

This Agreement is personal to the Parties and neither Party may assign its benefits or obligations under this Agreement unless mutually agreed in writing.

14. General

- 14.1 The Collaborating Organisation must not transfer or encumber its interest in, or subcontract its obligations under, this Agreement without the University's written consent.
- 14.2 The relationship between the Parties is that of independent contractors and not partners, joint venturers or principal and agent.
- 14.3 Nothing in this Agreement prevents the University from entering into any future arrangements with any third party in relation to any matter similar to or in competition with the subject matter of this Agreement.
- 14.4 The Parties intend to sign and deliver this Agreement by electronic transmission. Each Party agrees that the delivery of the Agreement by electronic transmission will have the same force and effect as delivery of original signatures and that each Party may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent that an original signature could be used.
- 14.5 In the case of any inconsistency between any translation of this Agreement, or any documentation related to this Agreement, in a language other than English and the English version, the English version will prevail.

EXECUTED as an Agreement

SIGNED for and on behalf of the UNIVERSITY OF ADELAIDE
by an officer duly authorised to sign on its behalf:



Name: Greg Macpherson
Position: Delegate
Date: 17 April 2019

SIGNED for and on behalf of COLLABORATING ORGANISATION by an officer duly authorised to sign on its behalf:



Name: REV.DR.MATHEW MAZHAVANCHERIL
Position: DIRECTOR
Academics & Research
Date: 12/04/19
Pushpagiri Group of Institutions
Tiruvalla- 689 101, Kerala





தமிழ்நாடு தமிழ்நாடு TAMIL NADU

பெயர் :

முகர் :

தேதி :

குபாய் : 20/



ADHIPARASAKTHI

DENTAL COLLEGE AND HOSPITAL

Melmaruvathur - 603 319.

Kanchipuram Dist., Tamil Nadu

எண்: 14447

24-12-2021

99AB 340177

/ R. அனபரசுன்

மு.தா. நிற்பனையாளர்
உ.எண்: 5979/E2, 2000

A. அகாஸத்தூர்
அச்சிடுப்பாக்கம்

MEMORANDUM OF UNDERSTANDING (MOU)

This agreement is entered into at Melmaruvathur on this day 07.01.2022.

Between

Adhiparasakthi Dental College and Hospital, Melmaruvathur, Chengalpattu Dist., Tamilnadu-603 319, Represented by Prof. Dr. S. Karthiga Kannan, Principal of the **One Part**.

AND

Pushpagiri Research Centre, 6th Floor, Mother and Child Block, Pushpagiri Medical College Hospital Campus, Thiruvalla, represented by Rev Dr Mathew Mazhavancheril, Director (Academics and Research) of the **Other Part**.

Art. 1 Cooperation

The purpose of this agreement is to formally express the mutual wish of Adhiparasakthi Dental College and Hospital and Pushpagiri Research Centre to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a legally non-binding agreement which outlines an intention to promote collaboration between the above mentioned institutions. This document would be followed by a Memorandum of Agreement specifying the areas of collaboration and sharing which will have legal binding.

Art. 2 Scope of cooperation

Generally speaking and within the limits of financial means of each institution, the cooperation will take the following form:

- Exchange of information in the field of teaching, teaching practice and research;
- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in teaching and research;
- Organising joint conference, methodology workshop, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities;
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest;
- Promotion of exchange programmes for students for a study, training or research period (the modalities will be defined in a specific student exchange agreement) ;
- Co-direction or co-supervision of doctoral theses;
- Joint scientific publications on common interest fields ;
- Any other project of common interest suggested by either of the two parties.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any

Art. 3 Reference documents

This agreement will be considered as the reference document for any other agreements between the institutions. Complementary agreements concerning any other programme will give information concerning specific programmes and will be agreed upon and applied by the official representatives of the partner institutions. The field of activities covered by this agreement will be determined by the means available in each institution and by the funding obtained.

Art. 4 Validity

The present agreement takes effect as from the date of signature and remains valid for a period of five years. If one party plans to withdraw from the agreement, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

Art. 5 Force Majeure

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.


The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both Parties.

This agreement shall be governed by the laws of Union of India.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate, at Melmaruvathur, Tamilnadu the day and year first above written:

**Adhiparasakthi Dental College & Hospital,
Melmaruvathur**

Pushpagiri Research Centre, Thiruvalla



Prof. Dr. S. Karthiga Kannan
PRINCIPAL



Principal

Place : Melmaruvathur

Date : 07.01.2022



Rev Dr Mathew Mazhavancheril

**REV.DR.MATHEW MAZHAVANCHERIL
DIRECTOR**

Pushpagiri Institute of Medical Sciences &
Research Centre
Tiruvalla 689 101, Kerala

Place : Kottayam


Date : 07.01.2022



Witnesses :

Witnesses :

1.

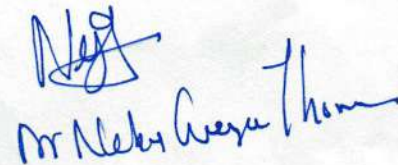


IQAC CO-ORDINATOR



Prof. Dr. V. Sudhakar

Vice Principal,
Adhiparasakthi Dental College & Hospital
Melmaruvathur.



Dr. Nebu George Thomas
Tissue Engineering and Regenerative Medicine Lab
Pushpagiri Institute of Medical Sciences & Research Centre
Tiruvalla, Kerala - 689 101

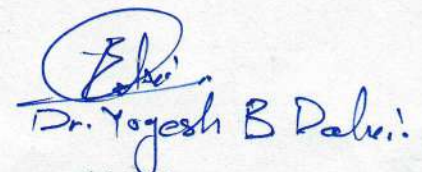


2.



ADMIN MANAGER
Adhiparasakthi Dental College and Hospital
Melmaruvathur - 603 319.

Mr. S. Prabhu
Admin Manager,
Adhiparasakthi Dental College & Hospital
Melmaruvathur.



DR. YOGESH B. DALVI (M.Sc, Ph.D.)
Scientist
Pushpagiri Research Centre
Pushpagiri Institute of Medical Sciences
& Research Centre
Tiruvalla - 689101, Kerala, India.



കേരളം കേരल KERALA

CX 841544

Memorandum of Understanding

This Memorandum of Understanding is made on this 21st day of February 2022.

BETWEEN

ICAR - Central Institute of Fisheries Technology, Matsyapuri P.O., Willingdon Island, Cochin, Kerala, a constituent of the Indian Council of Agricultural Research (ICAR), New Delhi (hereinafter referred to as Institute or ICAR-CIFT), represented by its authorized representative, as the first party

AND

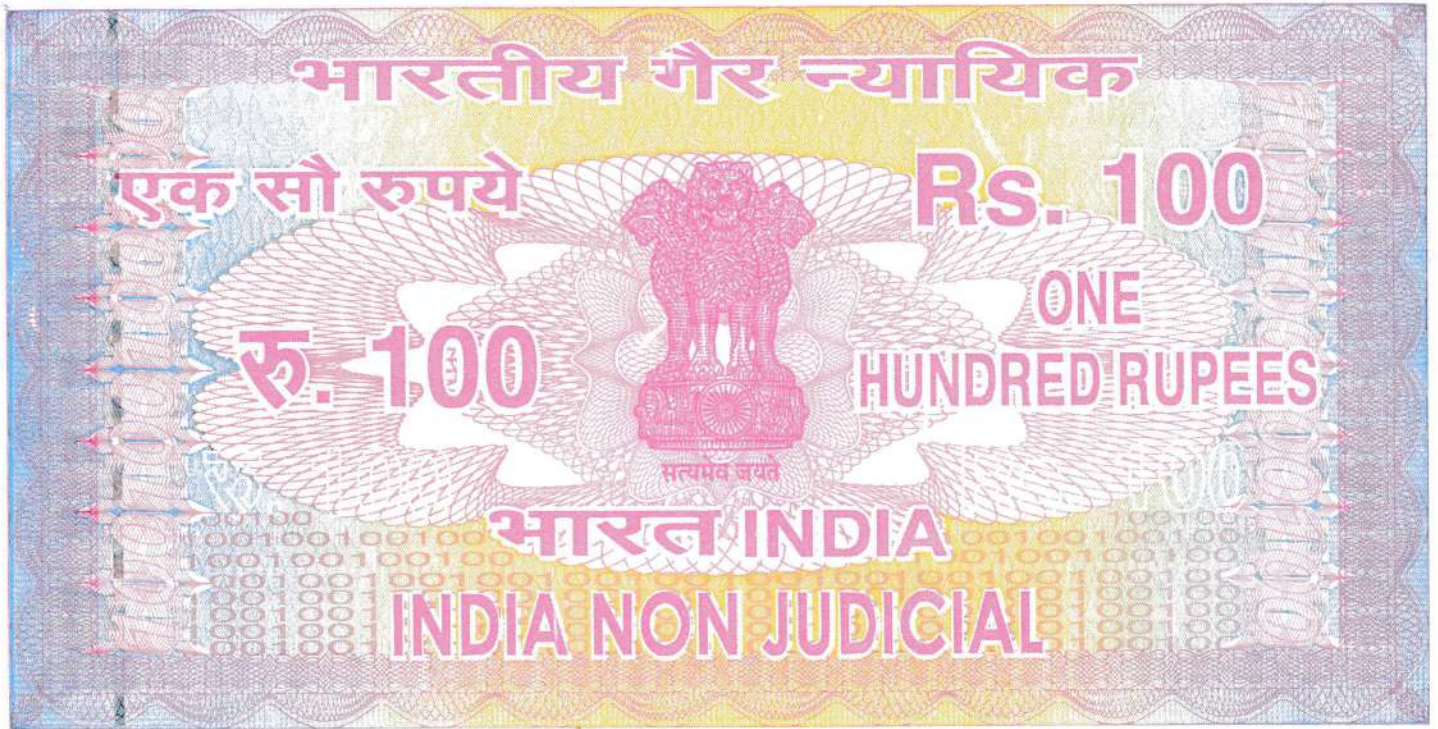
Pushpagiri Institute of Medical Sciences and Research Centre represented in this MoU by Rev. Dr. Mathew Mazhavancheril, Director, Pushpagiri Institute of Medical Sciences and Research Centre as the authorized signatory (hereinafter referred as the PIMS&RC) as the second party.

Mathew Mazhavancheril

No: 30822 Date: 21/2/2022
Value Rs 100/-
Sold To Director CIFT.

V.N. SATHYAN





കേരളം केरल KERALA

CX 841545

2. GENERAL

WHEREAS, ICAR- Central Institute of Fisheries Technology (ICAR-CIFT) is the only technology Institute in India which caters to the entire spectrum of fisheries from harvest to post-harvest operations. The Institute provides technologies and services to the fishing and fish processing industries in the areas of craft and gear, processing including products development, packaging and waste utilization, nutrition, microbiology and biotechnology, engineering, quality assurance and, socio-economics and extension. The Institute is desirous of establishing close linkage with the fishing and fish processing industries that are willing to take-up technology protect the intellectual property rights and willing to incorporate technological changes as may be required from time to time in consultation with the Institute.

WHEREAS, Pushpagiri Institute of Medical Sciences & Research Centre is owned by Thiruvalla Archeparchy of the Syro-Malankara Catholic Church.

Pushpagiri Institute of Medical Sciences & Research Centre (PIMS&RC) has a multi-disciplinary, ISO 9001:2000 certified, super specialty hospital, is working with the following Departments: General Medicine, Cardiology, Psychiatry, Dermatology, TB & Chest, Gastroenterology, Neuro Medicine, Pediatric Surgery, General Surgery, Orthopedics, Physical Medicine, ENT, Ophthalmology, Pediatric Medicine, Urology, Nephrology, Neuro Surgery, Plastic Surgery, Multi-specialty Dental Clinic, Obstetrics & Gynecology, Radio diagnosis, Anesthesiology, Emergency & Trauma care, Diabetology & Endocrinology.

NO: 30728 Date: 01/12/2020

Value Rs. 100/-
Sold To

Director CIFT

V.N. SATYAN

Court Stamp Vendor



Pushpagiri Research Centre (PRC), was established in the year 2009 and it is a recognized centre for Ph. D. under the Kerala University of Health Sciences (KUHS). The centre is a DSIR (Department of Scientific and Industrial Research) recognized Scientific and Industrial Research Organization (SIRO). Situated in the campus of Pushpagiri Institute of Medical Science and Research Centre, PRC features open-plan, multifunctional research laboratories. Focusing on advanced quantitative approaches to specific biotechnology challenges at the interface of medicine and biology, the PRC offers a unique pluralistic and open research culture that is supposed by world- class infrastructure.

The trait of PRC is its commitment to a social responsibility aimed at enhancing the life of all people, from local communities to international populations, through knowledge transfer and education. The PRC is committed to internationally recognized research programs in medical science with a strong emphasis on translational research, knowledge transfer and discovery through innovation. Using advanced qualitative methods to explore the relationship between the macro behaviour of biological systems and the properties of their nanoscale components, PRC is strongly placed to translate this knowledge towards medical application in a wide range of sectors including drug delivery, drug discovery, diagnosis, treatment and services

WHEREAS, PIMS&RC and ICAR-CIFT have mutual interest in fostering further collaboration among Indian research institutes and agree that there is a need to have MoU under which detailed work plans can be developed and implemented.

NOW THEREFORE, PIMS&RC and ICAR-CIFT, Cochin inspired by their common objectives to further promote and accelerate research in the area of fisheries science and fisheries related technologies have entered into this MoU under the terms and condition set forth in the following articles:

Article-I AREAS OF COLLABORATION

In order to further develop the partnership between PIMS&RC and ICAR-CIFT, by the two parties have agreed in principle to (a) collaborate in research on disciplines related to extraction, characterization and clinical evaluation of biomolecules of aquatic origin (b) undertake collaborative research activities in other areas of mutual interest to both PIMS&RC and ICAR-CIFT and

(c) cooperate in other means for exchanging scientific knowledge and information, such as co- publication of research;

The scale of collaboration between PIMS&RC and ICAR-CIFT will be determined from time to time by joint evaluation of both parties.

It is understood that specific collaborative activities of PIMS&RC and ICAR-CIFT, for implementation under this MoU, will be defined in the work plan developed and approved in accordance with Article II hereof.



Article-II
RESPONSIBILITIES OF EACH PARTY

Within the work plan agreed upon by both parties and subject to available resources and as mutually agreed upon, ICAR-CIFT and PIMS&RC will undertake following activities

ICAR- Central Institute of Fisheries Technology

First Year

Development, characterization and in vitro analysis of demineralized fish bone intended for periodontal regeneration.

Development, characterization and in vitro analysis of acellular dermal matrix functionalized with bioactive marine molecules.

Second Year

Development, characterization and in vitro analysis of collagen-based socket plug intended for socket preservation.

Development, characterization and in vitro analysis of collagen – FSHA composite membrane intended for guided tissue regeneration.

Third year

Development, characterization and in vitro analysis of collagen bio ink for 3d bio printing.

Development, characterization and in vitro analysis of collagen chitosan composite hydrogel loaded with growth factors intended for tissue regeneration.

PIMS&RC

First Year

In vivo analysis of Fish Scale Hydroxyapatite intended for bone regeneration.

In vivo analysis 3d printed FSHA scaffolds

Second Year

In vivo analysis of demineralised fish bone intended for periodontal regeneration

In vivo analysis of acellular dermal matrix intended for dental tissue regeneration

Third Year

In vivo biocompatibility assessment of collagen- membrane loaded with growth factors.

In vivo Biocompatibility assessment of collagen bio ink for 3D bio printing.

In vivo biocompatibility of collagen chitosan composite hydrogel loaded with growth factors intended for tissue regeneration

Ensure that all joint research and/or training activities related to this MoU are properly recorded with ICAR-CIFT; it is also expected that ICAR which has been the focal contact point of ICAR- CIFT is properly notified of the collaborative activities.





FINANCIAL

The expenses with respect to the work components specified for each collaborator shall be borne by the respective collaborator oneself.

Article-III RESEARCH OWNERSHIP AND RESULTS OF COOPERATIVE RESEARCH

Results of collaborative research will be jointly published in the public interest as mutually agreed upon as per ICAR rules & Guidelines. The Principal Investigator from ICAR-CIFT and PIMS&RC shall be given the status of first or second or corresponding author in the publications coming out of the collaboration.

Article-IV RIGHTS AND OBLIGATIONS OF PARTNERS IN PROTECTION OF JOINT IP

The partners shall ensure adequate and effective protection of IP resulting from the project as and where applicable and elaborate the same in the **Joint Intellectual Property Management Plan (JIPMP)**; it may also include the following details:

If mid-course review and modification of JIPMP is considered necessary, a timeline shall be indicated.

Both initial and modified JIPMP documents will be treated as part of the Final Project Document.

It will be obligatory on the part of each partner to notify other partner(s) and their parental organizations (ICAR-CIFT and PIMS&RC) immediately of any result which can be protected as IP and take appropriate action for such protection.

Sharing of IP:

Between partners: The rights of joint encumbered IP arising from the project will be shared equally, or in any other proportion, or otherwise, which will be expressly mentioned in the JIPMP.

Within each partner entity: The respective partner shall be free to determine the sharing of the rights, interests and royalties as well as the liabilities between itself and its employees as per its internal guidelines.

Article-V AMENDMENTS

The parties may, by mutual consent in writing, modify any provisions of this MoU.



**Article-VI
EFFECTIVITY**

This MoU shall take effect on the date the last authorized representative affixes his/her signature and shall remain valid for two (2) years unless sooner terminated when one of the parties notifies the other in writing of its intention to terminate the MoU, in which case, the MoU will terminate six months from the date of such notification. This MoU may be further renewed or extended upon mutual agreement between the parties, which shall be made not later than six months prior to the termination date.

**Article-VII
ASSIGNMENT**

This MoU is based on the professional competence and expertise of each 'PARTY' and hence neither PARTY shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

**Article-VIII
COMMERCIAL EXPLOITATION OF IP**

While making the commercialization/licensing arrangement on mutual agreement between ICAR-CIFT and PIMS&RC, ICAR-CIFT shall also settle the proportion and terms of sharing the licensing fees and/or royalty and/or other commercial returns with PIMS&RC. ICAR-CIFT shall share the net returns from the commercializing efforts among the scientists/innovators, institutions and ICAR headquarters as per its guidelines.

**Article-IX
SHARING OF ACCRUALS ON THE COMMERCIALIZATION OF IP**

In the event of commercialization of IP by one or more of the partners, the said partner(s) shall share the net revenue earned by them among themselves and also with ICAR-CIFT/PIMS&RC.

The share to ICAR-CIFT/PCMDs will be negotiated before start of the project. The share to be paid to each partner shall be decided by consultation among the partners, which shall be explicitly mentioned in the MoU.

In cases where any one of the parties have provided the financial/other assistance for securing/maintaining the IPR, the expenditure incurred therefore by both parties shall be reimbursed before the sharing of the revenue.

**Article-X
CONFIDENTIAL INFORMATION**

ICAR-CIFT/PIMS&RC shall identify as soon as possible, or correct in the framework of a project, the information furnished that needs to be preserved from being disclosed. In doing so, it will

[Handwritten signatures and initials]

be ensured that

The information is not generally known by experts in the field or easily available to them through legal means;

The information has an effective or potential commercial value related to its confidentiality; and

The partners have taken due steps to protect the confidentiality of the information.

The partner receiving, in the framework of a project, information not be disclosed, shall respect the confidentiality of such information.

A Confidentiality Agreement may be separately entered into among the parties for the protection of such confidential information. The MoU itself will also be deemed to be the Confidential Agreement.

Without prior written consent, none of the party(s) shall disclose any confidential information provided by the other party(s) except to

The concerned employees, who shall be bound to keep it confidential and liable for any fault, and

Any concerned legal/regulatory authorities who shall also be similarly bound under the law/regulations.

The (confidential) information, whose disclosure has been authorized for the activities and purposes of the project, shall be used solely within the limits of the project.

Article-XI DISPUTE SETTLEMENT

The foremost effort by parties in case of any IPR/commercialization related dispute arising from the project shall be to resolve it through mutual discussions.


If the parties fail to reach any agreement through mutual discussions, the dispute shall be referred to the Director General, ICAR for settlement.

The Director General, ICAR may appoint an arbitrator to amicably resolve the dispute. In case the suggestions of the arbitrator will not be agreed to by the concerned parties, the Central Technology Management Committee of ICAR will consider and decide the case, which shall be agreeable to/binding upon all parties.

Article-XII NON-EXCLUSIVITY

The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind.

This MoU has been executed in two originals, one of which has been retained by ICAR-CIFT, Cochin and the other by PIMS&RC.



IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For PIMS & RC



Rev. Dr. Mathew Mazhavancheril
Director

Pushpagiri Institute of Medical Sciences and
Research Centre

For ICAR-CIFT



Dr. George Ninan
Head, Engineering Division
Officer-in-Charge, ITMU

Date: 21/2/2022
Seal:



(Dr. Leela Edwin)
Acting Director
ICAR-CIFT, Cochin
(Countersigned)




Date: 21/02/2022
Place: Cochin

Witnesses
For PIMS&RC

Witness Name: Nery George Thomas


Signature: 

Witness Name: Dr. Joseph Dalry

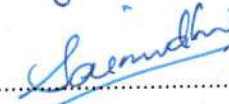
Signature: 

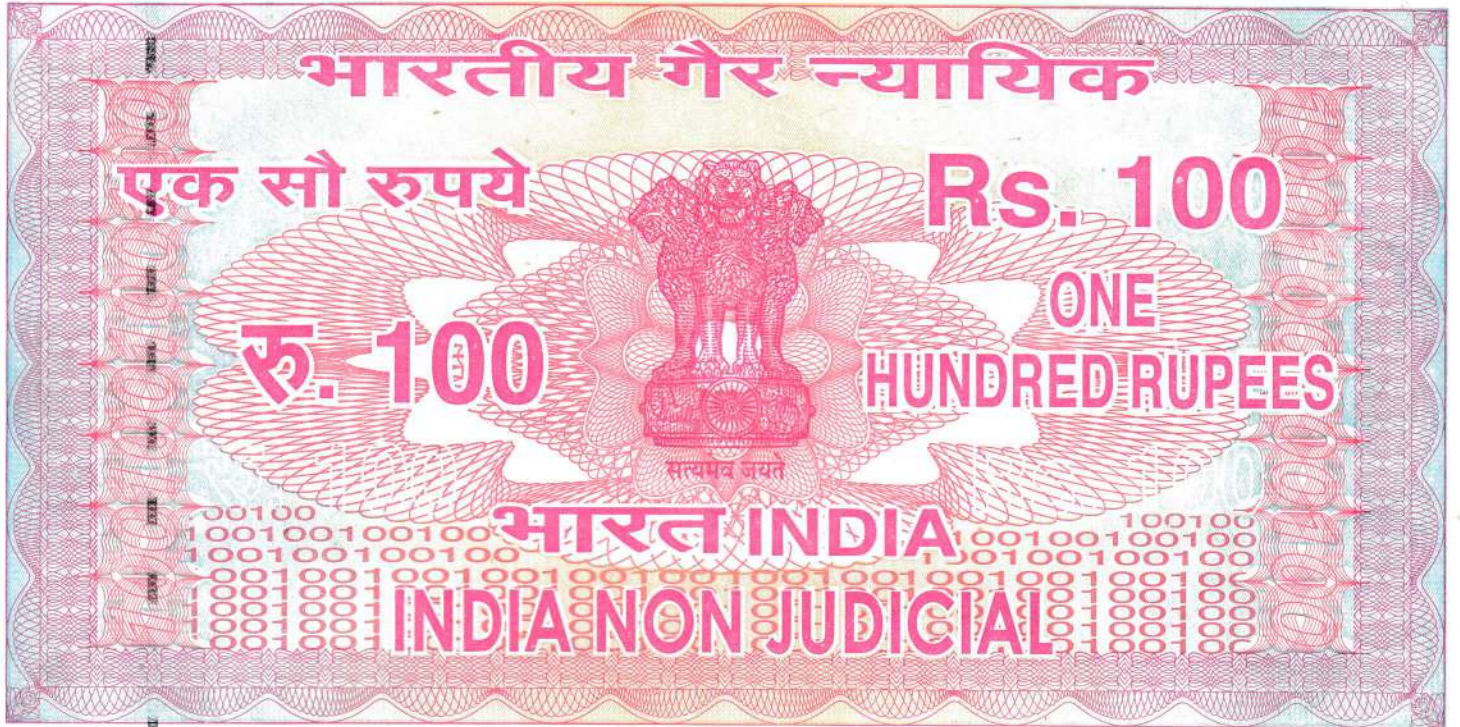
Witnesses
For ICAR-CIFT

Witness Name: Dr. B. S. P. K.

Signature: 

Witness Name: Zynudheen - AA

Signature: 



കേരളം കേരल KERALA

CU 238475

MEMORANDUM OF UNDERSTANDING (MoU)

This agreement is entered into at Thiruvalla on this 1st day of June 2021 ("Effective Date")

Between

Mar Athanasios Collège For Advanced Studies, Thiruvalla, represented by Rev Fr. Dr Cherian J Kottayil, Principal and Director

AND


Pushpagiri Research Centre represented by Rev Dr Mathew Mazhavancheril, Director

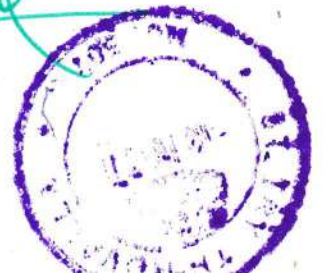
Art. 1 Cooperation

The purpose of this agreement is to formally express the mutual wish of Mar Athanasius College for Advanced Studies (henceforth called MACFAST) and Pushpagiri Research Centre (henceforth called PRC) to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a **legally non-binding agreement** which outlines an intention to promote collaboration between the above mentioned institutions. This document would be followed by a Memorandum of Agreement specifying the areas of collaboration and sharing which will have legal binding.


REV. DR. MATHEW MAZHAVANCHERIL
DIRECTOR

Pushpagiri Institute of Medical
Sciences & Research Centre
Thiruvalla 689 101, Kerala


FR. DR. CHERIAN J. KOTTAYIL
PRINCIPAL
Mar Athanasios College for Advanced
Studies
Thiruvalla- 689 101 Kerala



No. 32299

26/6/2021

ATTY NAIR

Art. 2 Scope of cooperation

Generally speaking and within the limits of financial means of each institution, the cooperation will take the following form:

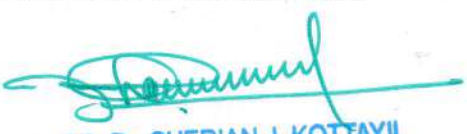
- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in research;
- Organising joint conference, methodology workshop, professional development programmes, training programmes etc.
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities;
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest;
- Promotion of exchange programmes for students for a study, training or research;
- Co-direction or co-supervision of doctoral theses;
- Joint scientific publications on common interest fields ;
- Posting students for training in laboratory techniques and conduct of major projects
- Any other project of common interest suggested by either of the two parties.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any.

Specific activities to be organized as a part of this Memorandum will include the following:

- Joint workshops on the following themes: cell culture, laboratory animal handling and plant tissue culture etc.
- International conference organized jointly by MACFAST and PRC
- Joint project proposals involving faculties from both institutions to be submitted for funding


REV. DR. MATHEW MAZHAVANCHERIL
DIRECTOR


FR. Dr. CHERIAN J. KOTTAYIL
PRINCIPAL
Mar Athanasios College for Advanced

Art. 3 Reference documents

This agreement will be considered as the reference document for any other agreements between the institutions. Complementary agreements concerning any other programme will give information concerning specific programmes and will be agreed upon and applied by the official representatives of the partner institutions. The field of activities covered by this agreement will be determined by the means available in each institution and by the funding obtained.

Art. 4 Validity

The present agreement takes effect as from the date of signature and remains valid for a period of **Five years**. If one party plans to withdraw from the agreement, it must give notice in writing three months in advance, on the understanding that any on-going actions should be carried through to a successful conclusion.

A review meeting to evaluate the progress of the Memorandum will be held every 6 months, alternating between both the institutions. The meeting is the responsibility of the respective coordinators appointed by both the institutions, and should be attended by the Principal of MACFAST and Director of PRC. If there is a consensus in the meeting that the progress of the Memorandum is unsatisfactory, the MoU can be invalidated without the notice period.

Art. 5 Force Majeure

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.

The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both Parties.



DR. MATTHEW MAZHAVANCHERIL
DIRECTOR
Pushpagiri Institute of Medical
Research Centre



FR. Dr. CHERIAN J. KOTTAYIL
PRINCIPAL
Mar Athanasios College for Advanced
Studies
Tiruvalla- 689 101, Kerala

This agreement shall be governed by the laws of Union of India and State of Kerala

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate, at Thiruvalla, Kerala the 1st day of June 2021, first above written:

**Mar Athanasios College For Advanced Studies,
Thiruvalla**

Rev Fr Cherian J Kottayail

Director and Principal

Place : Thiruvalla

Date : 1 June 2021

Witnesses

1 Prof Varghese Abraham

Administrator, MACFAST

2 Dr Jenny Jacob

HOD, School of Biosciences,

FR. Dr. CHERIAN J. KOTTAYIL
PRINCIPAL
Mar Athanasios College for Advanced
Studies
Thiruvalla- 689 101, Kerala



Pushpagiri Research Centre, Thiruvalla

Rev Dr Mathew Mazhavancheril

Director

Place : Thiruvalla

Date : 1 June 2021

Witnesses

1 Dr Yogesh Dalvi

Scientist Pushpagiri Research Centre

2 Dr Nebu George Thomas

Scientist Pushpagiri Research Centre

REV. DR. MATHEW MAZHAVANCHERIL
DIRECTOR
Pushpagiri Institute of Medical
Sciences & Research Centre
Thiruvalla 689 101, Kerala





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DG 020226

MEMORANDUM OF UNDERSTANDING (MOU)

The agreement is entered into Kottayam on 19.01.2022

Between

Mahatma Gandhi University (MGU), Priyadarshini Hills Kottayam, represented by Dr Sabu Thomas, Vice-Chancellor of the **Other Part**.

AND

Pushpagiri Institute of Medical Sciences and Research Centre (PIMS & RC), Pushpagiri Medical College Hospital Campus, Thiruvalla, represented by Rev. Dr Mathew Mazhavancheril, Director (Academics and Research) of the **One Part** ;

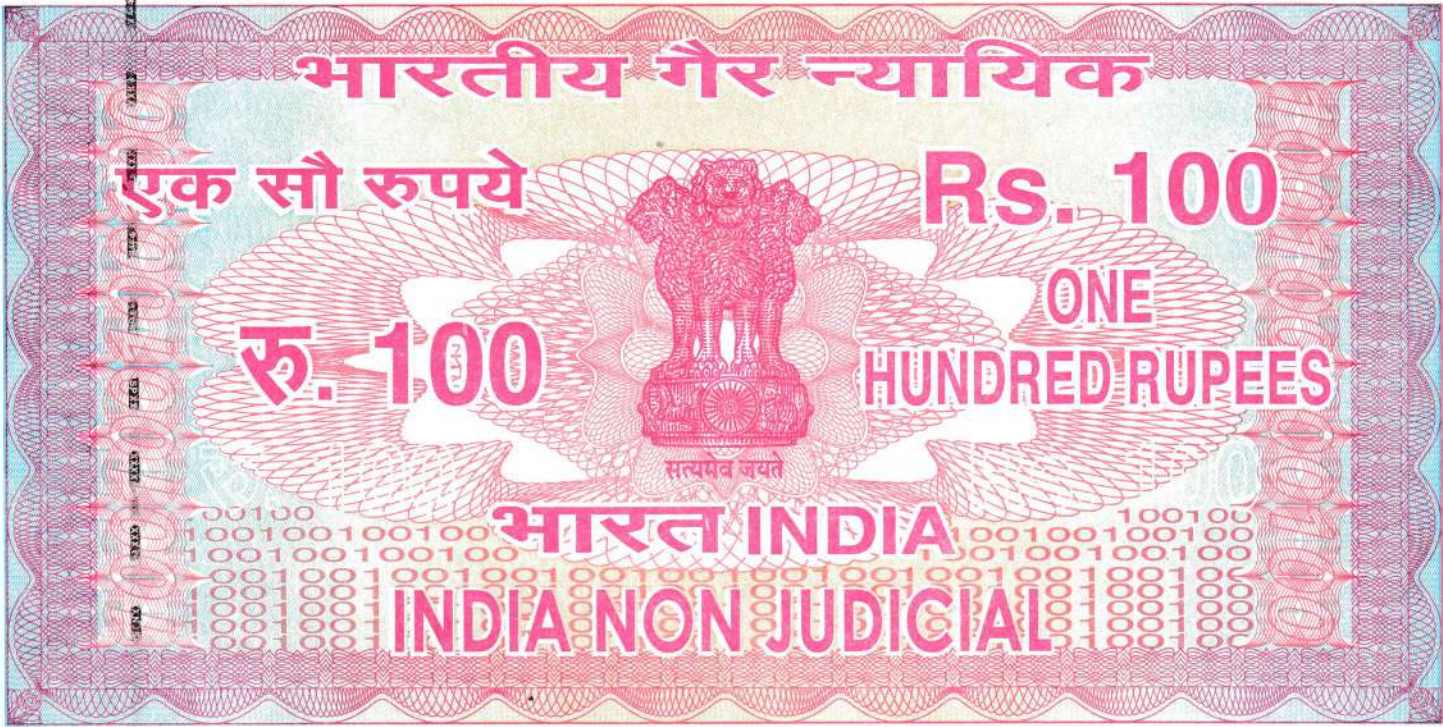
Art. 1 Cooperation

The purpose of this agreement is to formally express the mutual wish of Mahatma Gandhi University and PIMS & RC to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a legally non-binding agreement that outlines an intention to promote collaboration between the above-mentioned institutions. This document would be followed by a Memorandum of Agreement specifying the areas of collaboration and sharing which will have legal binding.

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Naras
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DG 020228

Art. 2 Scope of cooperation

Generally speaking, and within the limits of financial means of each institution, the cooperation will take the following form:

- Exchange of information in the field of teaching, teaching practice and research;
- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in teaching and research;
- Organising a joint conference, methodology workshop, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities;
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest;
- Promotion of exchange programmes for students for a study, training or research period (the modalities will be defined in a specific student exchange agreement) ;
- Co-direction or co-supervision of doctoral theses;
- Joint scientific publications on common interest fields;
- Any other project of common interest suggested by either of the two parties.

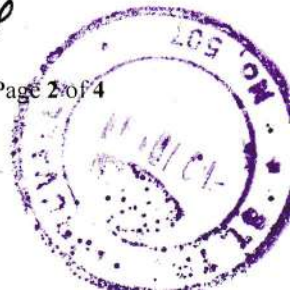
Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is

Ms. Laxmi
No. 2457
01/12/24

Handwritten signature

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Page 2 of 4



intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any

Art. 3 Reference documents

This agreement will be considered as the reference document for any other agreements between the institutions. Complementary agreements concerning any other programme will give information concerning specific programmes and will be agreed upon and applied by the official representatives of the partner institutions. The field of activities covered by this agreement will be determined by the means available in each institution and by the funding obtained.

Art. 4 Validity

The present agreement takes effect from the date of signature and remains valid for five years. If one party plans to withdraw from the agreement, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

Art. 5 Force Majeure

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other party or be deemed to be in default because of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of God, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its losses arising from such force majeure event(s) if any.

The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both Parties.

This agreement shall be governed by the laws of the Union of India and the State of Kerala

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, at Kottayam the day and year first above written:

Mahatma Gandhi University, Kottayam

Pushpagiri Institute of Medical Sciences
& Research Centre, Thiruvalla

Prof. Dr Sabu Thomas



Vice-Chancellor, MGU

Rev. Dr Mathew Mazhavancheril



Director (Academics & Research),
PIMS & RC


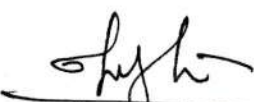
Place : Kottayam

Date : 19th January 2022



Place : Kottayam

Date : 19th January 2022

Witnesses

1. 
Dr. K. K. K. K. EIC
2. 
Justice K. Jacob

Witnesses

1. 
Nela on the 4/1/2022
2. 
Dr. Yogesh Dabhi

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding ("**MOU**") is entered on **25-04- 2022**.

BETWEEN

Saveetha Dental College (SDC), Saveetha Institute of Medical & Technical Sciences (SIMATS), a leading educational institution, having its office at No. 162, Poonamallee High Road, Velapanchavadi, Chennai – 600 077 represented by **Dr. SHEEJA S VARGHESE**, REGISTRAR, SIMATS. Hereinafter referred to as "SDC" which expression shall include its executors, successors, administrators and assignees is the "FIRST PART."

AND

1. **International and Inter University Centre for Nanoscience and Nanotechnology (IUCNN)**, Mahatma Gandhi University, Kottayam represented by **Prof. (Dr). SABU THOMAS**, Director which expression shall include its executors, successors, administrators and assignees is the "SECOND PART".
2. Pushpagiri Research Centre, Thiruvalla, Kerala represented by **REV. Dr. MATHEW MAZHAVANCHERIL** Director which expression shall include its executors, successors, administrators and assignees is the "SECOND PART".

2. Terms and Termination

This MOU shall be valid for a period of **3 years** from the Effective Date. Thereafter the parties may mutually agree to extend this MOU in Writing.

Either party may terminate this MOU with thirty (30) days prior written notice to the other party.

Either Party may terminate this MOU upon thirty (30) days prior written notice to the other party for breach of any material provision of this MOU and where there is failure to correct such breach within the said notice period.

3. Other General Terms

It is agreed between the parties that this is an agreement between principal to principal and both parties shall not represent to third parties that they are the agent of the other. Nothing in this MOU shall be concerned to grant either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.

This MOU contains no representations or warranties and the Parties specifically disclaim any or all warranties, expressed or implied, with regard to this MOU and the subject matter hereof.

4. Confidentially and IPR

All commercial, process product and design information specific to **SDC, SIMATS** shall be kept confidential.

5. Governing Law

This MOU shall be governed and construed in accordance with the laws of Republic of India.

6. Dispute

Disputes, if any, arising out of this MOU will be mutually discussed and settled without any obligation on either party, failing which, the disputes shall be referred to Arbitrator of two Arbitrators, each to be appointed by the parties and a third Arbitrator shall be appointed by the two Arbitrators appointed by the parties, who shall act as "Presiding Arbitrator", The Arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules framed there under from time to time. The Place of Arbitrations shall be at Chennai and all the Arbitration proceedings shall be concerned in English Language and governed by the above said Act and Rules and in Indian Laws.

Whereas **SDC, SIMATS** wishes to establish a vibrant Interaction cell with an objective to nurture professionals fully prepared to meet research protocol requirements by the time they complete their degree and are willing to establish an understanding, where Parties shall work together in a number of ways with the objective of nurturing research professionals to meet greater technology challenges.

Scope of the MOU will include but will not be limited to the following:

1. Ebba biolight assisted comparative evaluation of catechin doped bioactive glass nanoparticle (45S5) and chlorhexidine as an antimicrobial agent on oral biofilm from generalized chronic periodontitis patients - an invitro study.
2. Antibacterial efficacy of electron spun polyvinylidene fluoride membrane intended for tissue regeneration.
3. Comparative evaluation of catechin doped bioactive glass nanoparticle (45S5) and calcium hydroxide as an Intra canal medicament on 3-week-old Enterococcus faecalis (atcc® 29212™) biofilm. Using ebba biolight, the duration of the Collaborative Research Project is effective from 01-05-2022 to 01-05-2023.

Research Collaborations

SDC, SIMATS, Pushpagiri Research Centre Thiruvalla and International and Interuniversity Centre for Nanoscience MG University, Kottayam Shall Collaborate for Research Projects and Jointly publish Research papers in High impact (SCI) Journals with Sharing Authorship.

Effective Date: In Witness thereof, the parties have caused this MOU to be signed in their respective names as of the date first mentioned above.

Accepted by:

Prof. Dr. SABU THOMAS



Title: Director

International and Inter University Centre for Nanoscience and Nanotechnology (IIUCNN)

Mahatma Gandhi University, Kottayam, Kerala, India



REV. DR. MATHEW MAZHAVANCHERIL



Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

Title: Director, Pushpagiri Research Centre



Witness:

1. Dr. Nebu George Thomas
2. Dr Yogesh Bharath Dalvi



Accepted by:

Dr. SHEEJA. S VARGHESE

Title: REGISTRAR, SIMATS

Witness:

- 1.
- 2



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DT 972922

MEMORANDUM OF UNDERSTANDING (MOU)

This agreement is entered into at Thiruvalla on this 25th day of August 2022 ("Effective Date")

Between

BELIEVERS CHURCH MEDICAL COLLEGE HOSPITAL, St Thomas Nagar, Kuttapuzha P O, Thiruvalla, Kerala 689103, hereinafter referred to as " BCMCH " which expression shall unless repugnant to the context include its successors in interest and permitted assigns) of the First Party represented by its Director & CEO Prof. Dr. George Chandy Matteethra

AND

PUSHPAGIRI RESEARCH CENTRE, 6th Floor, Mother and Child Block, Pushpagiri Medical College Hospital Campus, Thiruvalla, Kerala 689101, hereinafter referred to as " PUSHPAGIRI " which expression shall unless repugnant to the context include its successors in interest and permitted assigns) of the Second Party represented by its Director (Research)
Rev. Dr. Mathew Mazhavancheril



BCMCH No: 7227 Rs100/- Believers Church
16-08-2022 Medical College Hospital





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DT 972923

Art. 1 Cooperation

The purpose of this agreement is to formally express the mutual wish of Believers Church Medical College Hospital and Pushpagiri Research Centre to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a legally non-binding agreement which outlines an intention to promote collaboration between the above mentioned institutions. This document would be followed by a Memorandum of Agreement specifying the areas of collaboration and sharing which will have legal binding.

Art. 2 Scope of cooperation

Generally speaking and within the limits of financial means of each institution, the cooperation will take the following form:

- Exchange of information in the field of teaching, teaching practice and research;
- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in teaching and research;
- Organising joint conference, methodology workshop, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities;
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest;

BCMCH

PUSHPAGIRI



NO: 7228 Rs 100/- Believers Church
16.08.2022 Medical College Hospital
St. Thomas Nagar



- Promotion of exchange programmes for students for a study, training or research period (the modalities will be defined in a specific student exchange agreement) ;
- Co-direction or co-supervision of doctoral theses;
- Joint scientific publications on common interest fields ;
- Any other project of common interest suggested by either of the two parties.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any

Art. 3 Reference documents

This agreement will be considered as the reference document for any other agreements between the institutions. Complementary agreements concerning any other programme will give information concerning specific programmes and will be agreed upon and applied by the official representatives of the partner institutions. The field of activities covered by this agreement will be determined by the means available in each institution and by the funding obtained.

Art. 4 Validity

The present agreement takes effect as from the date of signature and remains valid for a period of three years. If one party plans to withdraw from the agreement, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

Art. 5 Force Majeure

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.



PUSHPAGIRI



The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both Parties.

This agreement shall be governed by the laws of Union of India and State of Kerala

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate, at Thiruvalla, Kerala the day and year first above written:



PUSHPAGIRI

Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Thiruvalla - 689 101, Kerala

Witnesses :



Dr. Rajin Anthon



Dr. Nether George Thomas





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CU 533596

Financial Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between **Academically pty Limited** represented by Dr. Akram Ahmad, and **Pushpagiri College of Dental Sciences**, represented by **Pushpagiri Group of Institutions**, collectively referred to as the "Parties".

1. Purpose: This MOU sets forth the general understanding between the Parties to explore the potential for a financial collaboration or partnership.
2. Scope: The Parties intend to explore various financial initiatives, including but not limited to joint venture opportunities, investment projects, or any other forms of collaboration aimed at achieving mutual financial benefits.
3. Responsibilities:

3.1 Academically pty Limited agrees to:

- a) Provide financial expertise and resources as necessary;
- b) Share relevant information as mutually agreed;
- c) Participate actively in discussions and negotiations to explore potential financial opportunities.

3.2 Pushpagiri College of Dental Sciences agrees to:

- a) Provide financial expertise and resources as necessary;

NO. 1186
12/4/2021
M1007
H. S. S.

P. Krishnakotty Nair
P. KRISHNAKOTTY NAIR
THIRUVALLA VENDOR



b) Share relevant information as mutually agreed;

c) Participate actively in discussions and negotiations to explore potential financial opportunities.

4. **Non-Binding Nature:** This MOU is non-binding, and neither Party shall incur any liability or obligation to proceed with any specific financial collaboration or partnership unless a separate agreement is executed.
5. **Confidentiality:** The Parties agree to maintain the confidentiality of any information shared during the discussions and negotiations, both during and after the term of this MOU.
6. **Term and Termination:**
a) This MOU shall become effective on the date of execution by both Parties and shall remain in force for a period of December 2026, unless terminated earlier by mutual agreement or by either Party with a written notice of 30 days to the other Party.
b) Termination of this MOU shall not relieve either Party from its obligations of confidentiality as set forth in clause 5.
7. **Governing Law and Jurisdiction:** This MOU shall be governed by and construed in accordance with the laws of Indian Jurisdiction. Any disputes arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the courts of Delhi Jurisdiction.

8. **Financials:**

Program Name	Course	Batch Size	Original Price/ License	Original Price with GST/ License	Offer Price to partner Students/ License	Partner share AUD/License	Partner Share in INR/License
Council Exam Training	Written (ADC1)	20 - 50	AUD 3,200/-	AUD 3,520/-	AUD 2,620 /-	AUD 900/-	50000/-
English Training	(IELTS/OET/PTE)	20 - 50	AUD 400 /-	AUD 440/-	AUD 350 /-	AUD 50 /-	2500/-

The above is only the training fee of Academically & there are certain government service fee applicable during the entire process and that will be bear by the learners.

9. **Entire Agreement:** This MOU constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, or representations, whether oral or written, relating to the subject matter described herein.

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In witness whereof, the Parties have executed this Memorandum of Understanding as of the date first above written.

Academically pty Limited

Name: Siva Kumar



Title: Senior Officer Kerala Region

Date: 30-01-2024

Pushpagiri College of Dental Sciences

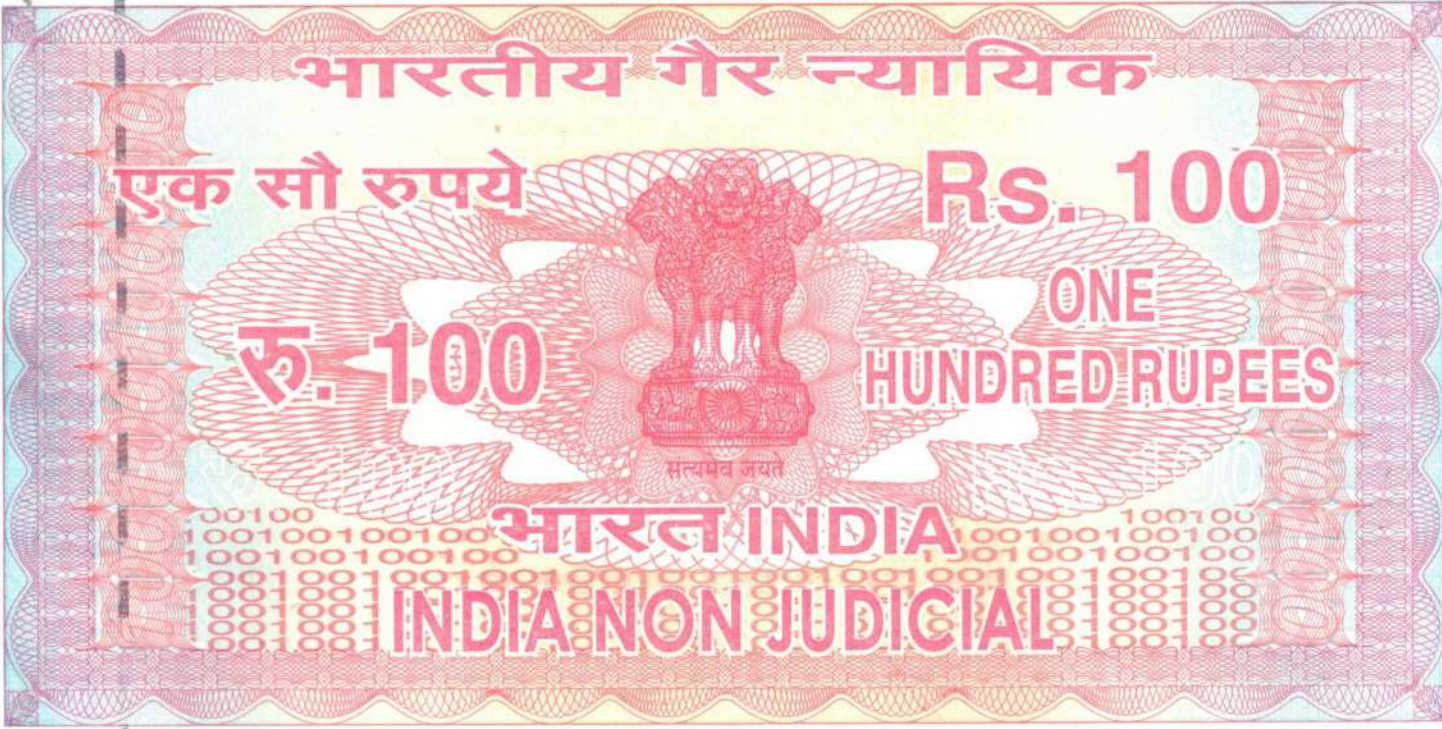
Name: Dr Aby Mathew T



Title: Principal, Pushpagiri College of Dental Sciences

Date: 30-01-2024





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CU 533595

CLINICAL STUDY AGREEMENT

This **CLINICAL STUDY AGREEMENT** (hereinafter referred to as "AGREEMENT") is made on Thursday the 1st of December, 2023 by and between:

PUSHPAGIRI COLLEGE OF DENTAL SCIENCES (PCDS), an institution of Pushpagiri Medical Society (Pushpagiri), which has its registered office at Pushpagiri Medical College Hospital Campus, Thiruvalla, Kerala-689101 represented by its **SECRETARY** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) hereinafter referred to as "PCDS" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of the **FIRST PART**,

AND

SASCAN MEDITECH PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at TC #6/1435, KGRA-C-13, NAMPELIL, Cheruvickal, Sreekariyam P.O., Thiruvananthapuram – 695 017 and having R&D cum Manufacturing site at TIMed, BMT wing, SCTIMST, Thiruvananthapuram – 695 012 hereinafter referred to as "COMPANY" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) represented by its **CEO, DR. SUBHASH NARAYANAN**, on the **SECOND PART**

PCDS and COMPANY shall hereinafter be referred to individually as a "PARTY" and collectively as "PARTIES."

WHEREAS –

- The Parties have conceived a clinical study project entitled "*Clinical validation of the Inflamm probe for detection of gingival inflammation*" which will be presented for approval before the Institutional Ethics Committee of PRC (hereinafter called "PROJECT") before its implementation;
- The Parties by this Agreement desire to establish a common framework to facilitate the terms of exchange of information, material, to carry out research and to execute such other agreements as may be necessary for the Project.

No: 1185
12/4/2023
M100
[Signature]

P. KRISHNANKUTTY NAIR
THIRUVALLA VENDOR





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CU 533594

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. MEMBERS INVOLVED IN THE PROJECT:

- i. DR. , Department of Periodontics, PCDS, Thiruvalla, Kerala shall be the "PRINCIPAL INVESTIGATOR" for the Project.
- ii. DR. Department of Periodontics, PCDS, and DR. SUBHASH NARAYANAN, CEO, Sascan Meditech Pvt Ltd, Thiruvananthapuram shall be the "CO- INVESTIGATORS" for the Project.

2. SUBJECT MATTER OF COOPERATION:

Aspects related to a scientific study entitled "*Clinical validation of the Inflamap probe for detection of gingival inflammation*" as stated hereunder.

3. DEFINITIONS:

- i. Know-how: All pre-existing know-how of the parties concerning the subject matter of cooperation
- ii. Project IP: All inventions, innovations, processes, technologies, and end products that are outcomes of the Project excluding the pre-existing Know-how.
- iii. Publications: disclosure of work results including lecture and papers at workshops or conferences.

4. WORK PROGRAMME OF THE PARTIES:

- i. The Parties together will constitute the collaborators to above Project, primarily due to the mutual interests / desire to share their expertise for the conduct of this project
- ii. DR. SUBHASH NARAYANAN of M/S SASCAN MEDITECH PVT. LTD has conceptualized the project based on prior device manufacturing experience and supporting technical help and has sought the services of the Department of Periodontics, PCDS to provide clinical and research expertise on conduct this clinical study in patients for completing the project
The Department of Periodontics, PCDS will primarily carry out the Clinical Study to find out the capability of **Inflamap in the detection of gingival inflammation** as part of this Study.
- iii. Company shall provide the Inflamap device and support to train and operate the instrument that has been developed indigenously for **gingival inflammation detection**.

10/4/2021

Handwritten signature

P. KRISHNA KUTTY NAIR
THIRUVALLA VENDOR

11/11/24



- iv. The Parties agree to comply with all applicable International and National Laws that applies to any process or service undertaken during the execution of the Project.
- v. The association between the parties will not be limited to this study. Based on the request of the faculty of Periodontics Department of PCDS, the **company** would support in developing a high power light source with optical fiber probes to examine the possibility of using antimicrobial photodynamic therapy (aPDT) for targeted killing of pathogenic bacteria present in tooth implants. The **company** would also support data analysis and other activities related to the clinical study including the publication of study results.

5. SHARING OF RESOURCES:

- i. The Parties shall share the required resources to further the Project objectives in terms of this agreement.
- ii. The Inflamm probe and its operating software for installation in an android mobile phone shall be supplied by the company
- iii. Regulatory clearances for using the device for study on human tissue shall be arranged by the Company.
- iv. The Clinical component of patient recruitment, processing of specimens and histopathologic assessment shall be done at PCDS.

6. STUDY SCHEDULE:

- i. Study Initiation, Enrollment Study Documentation and Study Completion: All contractual and regulatory documentation must be received before initiation of the Study. The Principal Investigator and Co-Investigator shall initiate the Study at the earliest after receiving the applicable IEC approvals and CTIRI registration. Obtaining informed consent, recording the data, and completing the Proforma shall be primarily done by **Department Periodontics, PCDS**. They shall be responsible for the integrity and veracity of the collected data. The data analysis and reporting shall be primarily done by the Company. They shall be responsible for the integrity and veracity of the interpretation and analysis of results.
- ii. Both Parties shall contribute to each other's domain of expertise and shall endeavor to complete the project with due diligence and in time.

7. SUPPLIES:

- i. The Company or their designee shall supply to the Investigators, at no charge, equipment, and information which the Protocol specifies. The Principal Investigator and Co-Investigator acknowledges that they shall use prudence and reasonable care in the use, handling, storage, transportation, disposition of the equipment and supplies provided by the company. The Principal investigator and Co-Investigator acknowledge that the software accompanying the device cannot be used outside of the device nor transferred to any third party. Within thirty (30) days following the completion or termination of the Study, all devices and other materials that were furnished to the Institution by or on behalf of Company shall be returned to Company or to the Company's designee.
- ii. Any instruments, materials or other equipment supplied / provided by the Company to the Co-Investigator shall be used solely for the purpose of conducting the Study and as per the Protocol / Study requirements / Study manuals under the Agreement.

8. STUDY RECORDS, REPORTS AND DATA:

- i. Study Records: The Principal Investigator and Co-Investigator shall, in a timely manner, prepare and maintain complete and accurate Study records (source documents, signed Informed Consents, recorded images and laboratory data) as set forth in the Protocol and as may otherwise be required by applicable law, rule, regulation and good clinical practice. The Principal Investigator and Co-Investigator shall be the custodians of the study data and shall archive the same to the satisfaction of the PCDS and IEC SOP's.
- ii. All the source documents pertaining to clinical conduct of the study shall be treated as confidential and shall be the sole and exclusive property of PCDS.
- iii. All the recordings using the device shall be treated as confidential and shall be considered as shared property of **Department of Periodontics, PCDS** and the Company.
- iv. Upon completion of the Study, the Principal Investigator and Co-Investigator will provide a summary of the Study's outcome ("**Final Report**") to the IEC. In addition, any Serious Adverse Events will be reported to the IEC as per rules.
- v. Right of use and Intellectual Property
 - a. The background Know-how / IP of the device belongs to the Company and can be used freely by the parties for execution of the Project within the scope of their own objectives.
 - b. Important research findings arising out of the activities covered under this agreement may be published jointly in national and international journals, and presented at national and international scientific meetings. In as much as the parties do not publish jointly, the party communicating the work result

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16/11/24

shall require the prior consent of others.

- c. When the manuscript is sent for publication, the first joint paper shall include the names of the first author, second author etc. as mentioned in the submission to the PRC and PRC IEC or as may be mutually agreed upon during the manuscript preparation stage. Subsequent publications may be mutually agreed to by all Parties
- d. There is nothing in this agreement that is claimed by the **Department of Periodontics**, as a right for future commercial exploitation or by patents related to the devices (either hardware nor software. Any IP filings and IP rights associated with the study will solely rest with the Company.
- e. **Department of Periodontics, PCDS** and the Company can make use of, for their internal purposes, all the information and data generated during collaborative research programs. However, neither of them shall reveal intellectual property belonging to the other, to any third party without the prior written concurrence of the study team involved /the other party.

9. CONFIDENTIALITY:

- i. During the tenure of the MoU, all the Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project for any purpose other than in accordance with this agreement. It shall be the responsibility of all the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in the Project.
- ii. The Parties shall not have any obligation of confidentiality with respect to any information that:
 - a. is in the public domain by use and/or publication at the time of its disclosure by disclosing party; or
 - b. was already in possession of the recipient prior to receipt from the disclosing party; or
 - c. is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or
 - d. was disclosed to any third party on a non-confidential basis prior to commencement of the Project; or
 - e. is required by public authority, by law or decree.
- iii. Medical Confidentiality: Notwithstanding any of the foregoing, all parties shall maintain the confidentiality of all medical records, case history, test reports, fitness data and charts to which it may have access in accordance with all applicable federal, state, and local confidentiality laws and regulations and its corresponding regulations issued under DCGI or other applicable regulations. Company shall not use, disclose, maintain, store, or transmit any individually identifiable Participant information except as permitted by such laws.

10. FINANCIAL DETAILS:

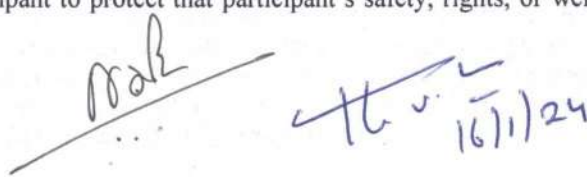
Budget and Payment Schedule: There is no financial commitment by the Company or the Principal investigator to make any payment for the costs incurred by any Party. The devices provided by the Company shall be without any rent or cost to the investigators. The data that is collected and shared with the Company shall likewise not be chargeable by **Department of Periodontics, PCDS** to the Company. All services provided by researchers and by either Parties shall be in goodwill and not be for any monetary consideration

11. FORCE MAJEURE:

The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this agreement due to the exigency of one 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, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Parties within one month of such occurrence or cessation.

12. VALIDITY AND TERMINATION:

- i. Term: This Agreement shall begin on the Effective Date and shall remain in full force and effect until the completion of the Study but no later than two years six months from the effective date.
- ii. Termination.
 - a. Either Party may terminate this Agreement immediately upon written notice to the other if:
 - i. the circumstances require termination of Study to protect the safety, rights, or welfare of participants enrolled in the Study. In the alternative, either Party may immediately dis-enroll any participant to protect that participant's safety, rights, or welfare without terminating this

Handwritten signature and date: "16/11/24" with a checkmark.

- Agreement, but shall promptly give the other Party written notice of the dis-enrollment.
- ii. this Agreement may be terminated by either party, upon thirty (30) days prior written notice, if either of the following conditions occurs:
 - iii. if either Party fails to comply with the terms of this Agreement within thirty (30) days of receipt of written notice, with opportunity to cure, from the other Party; or
 - iv. if the Co-Investigator is unwilling or unable (for whatever reason) to act as Co- Investigator and no mutually acceptable replacement has been found.
 - v. This Agreement may be terminated by either Party for any reason other than those listed above upon thirty (30) days prior written notice.
 - all services properly rendered and monies properly expended by the Institution until the date of termination; and for the patients that have been enrolled till termination or closure of the study.
 - Reasonable non-cancelable obligations properly incurred for the Study by Institution prior to the effective date of termination.
 - vi. Immediately upon receipt of a notice of termination, the Co-Investigator shall stop enrolling participant into the Study and shall cease conducting procedures on participants already enrolled in the Study as directed by Sponsor, to the extent medically permissible.

13. ALTERATIONS:

Any alteration and amendment to this agreement shall be made in writing by all the Parties involved

14. TRANSFERABILITY OF RIGHTS AND DUTIES:

Rights and duties in this Agreement cannot be transferred to third party either in whole or in part, without the prior written consent of the other Party.

15. DISPUTE RESOLUTION AND GOVERNANCE:

The Parties agree to use reasonable endeavours to amicably settle any dispute arising among them in relation to the execution of the Project. The agreement shall be governed by the Laws of India.

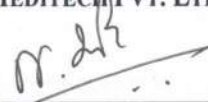
IN WITNESS WHEREOF the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned herein before.

Signed for and on behalf of
PUSHPAGIRI COLLEGE OF DENTAL SCIENCES



Name: Dr. ABY MATHEW T
Title: Principal
Date

Signed for and on behalf of
M/S SASCAN MEDITECH PVT. LTD.



Name: Dr. Subhash Narayanan
Title: Founder & CEO
Date:

READ AND UNDERSTOOD:



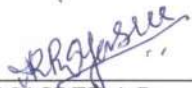
Name: 1) Prof.(Dr.) THOMAS GEORGE.V



2) Prof.(Dr.) NEBU GEORGE THOMAS

Date

Title: Principal Investigators, PCDS
Date:



Name: Dr. RAJASREE.A.R
Title: Co-Investigator, PCDS
Date:



കേരളം കേരल KERALA

DV 216372

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is entered on ^{25th} day of ~~November~~ at Trivandrum

Between

M/S HLL Lifecare Limited [CIN No. U25193KL1966GOI002621], a government of India Enterprise, incorporated under the Companies Act, 1956 having its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala (hereinafter referred to as "HLL" which expression unless repugnant to the context shall mean and include its successors in interest, assigns etc.) of the one part.

And

M/s Pushpagiri Research Centre, having registered office at Tiruvalla-689 101. Kerala (Hereinafter called "PRC" which expression unless repugnant to the context shall mean and include its successors, assigns) of the other part. The institute is a part of Pushpagiri medical society and is registered under Travancore-Cochin Library, Scientific and charitable societies registration act No.12 /1955.

(Individually referred to as the party and collectively referred to as "the parties")

Anitha Thampi
Anitha Thampi
Vice President & Head (R&D)
HLL Lifecare Limited
Poojappura, Thiruvananthapuram - 17.
Sreekanthapuram P.O. Thiruvananthapuram - 17.

Mathew Mazhavancheril

Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala



പി. കുഞ്ചൻകുട്ടി നായർ



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DV 216374

Whereas HLL (CIN: U25193KL1966GOI002621) a Government of India Enterprise under the administrative control of the Ministry of Health & Family Welfare is engaged in manufacturing and marketing of Contraceptives and Healthcare products throughout India and International markets apart from providing services viz. Infrastructure Development, Procurement Consultancy and Healthcare Services and its Corporate Research and Development Center (CRDC) is located at Akkulam P.O, Thiruvananthapuram, Kerala.

And whereas PRC is engaged in hospital-based research in the areas of Dental, Cell and Molecular Biology.

Whereas HLL has developed a biodegradable & antibacterial dental membrane releasing nitric oxide for the treatment of Periodontics.

Whereas in order to prove the safety and efficacy of this dental membrane; animal experimentation is essential. Different animal experimentation facilities were contacted for this purpose; and PRC quoted the lowest price for all the safety tests and the efficacy test was offered only by PRC.

Anitha Thampi
 അനിതാ തമ്പി / Anitha Thampi
 Vice President & Head (R&D)
 HLL Lifecare Limited
 Akkulam P.O., Thiruvananthapuram - 17.

Mathew Mazhavancheril
 Rev. Dr. Mathew Mazhavancheril
 Director & Head
 Pushpagiri Research Centre
 Tiruvalla - 689 101, Kerala



As a dental hospital and PRC possess the needed expertise in conducting such animal experimentation studies. The registration No. of the animal house facility of PRC is 602/PO/Re/S/02/CPCSEA.

Whereas ethical committee clearance to conduct animal experiment will be obtained from institution animal ethics committee (IAEC) before conducting the animal studies.

Whereas HLL has approached PRC for conducting the animal studies such as Skin sensitisation assay (rat model), Acute systemic Toxicity, Hemocompatibility, Subcutaneous implantation and Efficacy study in Osteoconductive rabbit models.

Whereas PRC is ready to perform animal studies such as skin sensitisation assay (rat model), Acute systemic toxicity, Hemocompatibility, Subcutaneous implantation.

The main purpose and objective of the MOU is to perform the animal studies such as Skin sensitisation assay (rat model), Acute systemic Toxicity, Hemocompatibility and Subcutaneous implantation studies for the dental membrane developed by HLL CRDC.

1. RESEARCH COLLABORATION

1.1 Scope of Research Collaboration. The Research Collaboration will focus on animal experimentations of the biodegradable dental membrane developed by HLL CRDC (hereinafter referred as "Testing")

HLL CRDC and PRC shall conduct the Research Collaboration on a collaborative basis with the goal of testing of the biodegradable dental membrane developed by HLL CRDC.

The Biodegradable dental membrane will be developed by HLL CRDC and the animal experimentations will be carried out at PRC.

2. Consideration to PRC:

2.1 Authorship in publications related to this work will be shared with the scientific persons of PRC involved in the animal experimentation.

2.2 The efficacy study of Osteoconductive nature by using rabbit model will be carried out by PRC for consideration upon successful completion of the safety studies.




Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala



3. Scope of MOU

This MOU sets out the modalities, terms and conditions and connected matters of a collaborative project between PRC and CRDC of HLL on performing the animal testing of the biodegradable dental membrane.

3.1 HLL's Responsibilities.

HLL agrees to

- Provide the test samples for performing the animal Testing
- To provide the necessary details of the Test sample needed for executing the Testing.

3.2 PRC Responsibilities:

PRC agrees to

- Perform the different animal experiments such as skin sensitisation assay (rat model), Acute systemic Toxicity, Hemocompatibility and Subcutaneous implantation.
- Safety studies such as Acute systemic toxicity, Hemocompatibility and Subcutaneous implantation studies will be performed on a collaboration mode.

3.3 Joint responsibilities of PRC and HLL CRDC

Both the parties agree to:

- Work as a team in planning, designing, test protocol development and testing of the biodegradable dental membrane.
- Analyse the data and preparation of test report.
- Contribute jointly towards manuscript preparation related to the completed work.

4. Sharing and Utilization of Intellectual Property Rights (IPR)

Both the parties further agree:

- That the intellectual property rights (IPR and the commercial rights), developed under this MOU shall be fully owned by HLL CRDC.

5. Period of MOU

This MOU shall be for a period of 2 years. If extension of period of project is required, MOU shall be extended to that period upon mutually agreed terms and conditions.




Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala



On completion of the Testing, this MOU shall remain in force subject to the provisions of Clause IV as to utilization of intellectual property.

6. Termination of MOU

Either Party may terminate this MOU by giving 3 months' notice in writing, to the other party.

7. Effective date

This understanding becomes effective upon the date of the last approving signature and shall remain in effect from that date for a period of 2 years. The parties may renew the MOU for further period/s upon mutually agreed terms and conditions.

8. Confidentiality

All the information related to this MOU shall be treated confidential by the parties and that the contents of the process or any other documents relating to this project shall not be disclosed or parted by the parties, to any third party whomsoever. The confidentiality obligation should survive for a period of 2 years even after termination/expiry of MOU.

9. Review

This MOU shall be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new MOU. This MOU may be modified or amended only by MOU of the parties hereto expressed in writing. Changes must be coordinated and initialed by representatives of the parties.

10. Communication Notices Etc.


All communication, notices, etc. in respect of this MOU shall be in writing and shall be given by email, fax or registered mail, postage, pre-paid to the party entitled thereto at its address set forth below or such other address as it shall hereafter designate for this purpose.

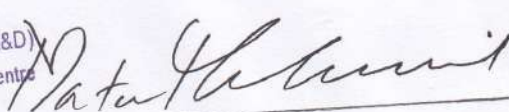
In the case of PRC, it shall be addressed to:

Rev. Dr. Mathew Mazhavancheril
Director, Pushpagiri Research Centre
Pushpagiri Institute of Medical Sciences and Research Centre,
Tiruvalla, Kerala India - 689101

In the case of HLL it shall be addressed to:

Dr. Anitha Thampi
VP & Head (R&D), HLL Lifecare Limited
Thiruvananthapuram, Kerala, India-695 017


R&D Centre * 21 - 11111111
HLL Lifecare Ltd.
अनिता तंपी / Anitha Thampi
आर&डी / Vice President & Head (R&D)
एचएलएल लाइफकेयर लिमिटेड
HLL Lifecare Limited
श्रीकार्यम पी.ओ., तिरुवनंतपुरम - 17.
Thiruvananthapuram P.O., Thiruvananthapuram - 17.



Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre



Or to such address, email or telefax number as may from time to time be notified in writing by either of the Parties to the other.


11 Liability

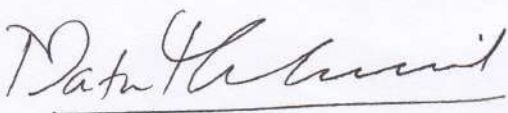
Neither PRC or HLL CRDC shall be liable to the other party for any indirect, special, incidental, consequential or punitive damages under this MOU.

12. Jurisdiction:

In the event of any dispute arising out of this MOU the parties agree that the Courts of Thiruvananthapuram, Kerala, India shall have exclusive jurisdiction.

13 ACCEPTANCES OF MOU:


Dr. Anitha Thampi
VP & Head (R&D)
HLL Lifecare Limited
Thiruvananthapuram-695 017
Kerala



Rev. Dr. Mathew Mazhavancheril
Director, Pushpagiri Research Centre
Pushpagiri Institute of Medical Sciences
and Research Centre, Tiruvalla – 689 101
Kerala

Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

Date: 25.11.2022 **അനിത തമ്പി / Anitha Thampi**
സഹായക & പ്രധാന (ആര&ഡി) / Vice President & Head (R&D)
എച്ച്എല്എൽ കോർപ്പറേറ്റ് ആർ & ഡി കേന്ദ്രം / HLL Corporate R&D Centre
എച്ച്എല്എൽ ലാഭകരകേന്ദ്ര ലിമിറ്റേഡ്
HLL Lifecare Limited
അക്കുലം, ബ്രീക്കറിയം പോ.ഓ., തിരുവനന്തപുരം - 17.
Akkulam, Brekariyam P.O., Thiruvananthapuram - 17.


Witness

Dr. Rosemary M J
Scientist E3
CRDC, HLL Lifecare Limited
Thiruvananthapuram-695 017
Kerala


Dr. Nebu George Thomas
Scientist, Pushpagiri Research Centre
Pushpagiri Institute of Medical Sciences and
Research Centre, Tiruvalla – 689 101
Kerala.

Date: 25.11.2022

Signed this 25th day of November Month, 2022 Year in the City of Thiruvananthapuram, in the State of Kerala.

END OF DOCUMENT

Signed in Duplicates



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA18078191706633V
Certificate Issued Date : 06-Jul-2023 01:09 PM
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Purchased by : CBCI SOCIETY FOR MEDICAL EDUCATION
Description of Document : Article 37 Note or Memorandum
Description : MOU
Consideration Price (Rs.) : 0
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First Party : PUSHPAGIRI RESEARCH CENTRE PRC PMS
Second Party : CBCI SOCIETY FOR MEDICAL EDUCATION
Stamp Duty Paid By : CBCI SOCIETY FOR MEDICAL EDUCATION
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

सत्यमेव जयते



Please write or type below this line

Memorandum of Understanding

Pushpagiri Research Centre (PRC), Pushpagiri Medical Society (Pushpagiri), Thiruvalla,

AND

CBCI Society for Medical Education (CBCI-SME) / St. John's Research Institute (SJRI), Bangalore



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

Memorandum of Understanding

This **Memorandum of Understanding** (the “**MoU**”), is executed on 6th July 2023 (the “**Effective Date**”)

BY AND BETWEEN

Pushpagiri Research Centre (PRC), an institution of **Pushpagiri Medical Society (Pushpagiri)**, which has its registered office at Pushpagiri Medical College Hospital Campus, Thiruvalla, Kerala-689101, represented by its **Director** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the FIRST PART,

AND

CBCI Society for Medical Education (CBCI-SME), a registered society under Societies Registration Act having its office at St. John’s National Academy of Health Sciences, John Nagar, Sarjapur Road, Bangalore 560034, represented by its **Secretary** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), & **St. John’s Research Institute (SJRI)**, a unit of CBCI Society for Medical Education having its registered office at John Nagar, Sarjapur Road, Bangalore, 560 034 represented by its **Dean** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the SECOND PART.

WHEREAS **PRC** is engaged in Biomedical Research along with other institutions under Pushpagiri Medical Society

WHEREAS **SJRI** is engaged in **Public Health Research, Basic Science Research and Clinical Research** along with St. John’s Medical College & Hospital in various healthcare areas.

For the purpose of this MoU, both PRC and SJRI are collectively referred to as the “Party” or “Parties”.

1. Purpose:

The purpose of this MoU is to formally express the mutual wish of SJRI and Pushpagiri Research Centre to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a MoU which outlines an intention to promote collaboration between the above-mentioned institutions.

2. Objectives, Scope, and Major Activities

Generally, and within the limits of financial means of each institution, the cooperation will take the following form:

- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in research.



- Organising joint conferences, methodology workshops, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities.
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest.
- Promotion of exchange programmes for students for study, training or research.
- Co-direction or co-supervision of doctoral theses.
- Joint scientific publications on common interest fields.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake.

3. Responsibilities of the Parties

It will be the responsibility of both parties to hold an annual review meeting to examine the progress of the evaluation. The venue of the meeting shall be decided through consultation between the parties. No other specific responsibilities are assigned to either party through this document.

4. Duration/Term:

The present MoU takes effect from the date of first signature and remains valid for a period of **FIVE years (till 5th July 2028)** from the Effective date (**6th July 2023**). If one party plans to withdraw from the MoU, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

5. Termination:

Either Party may terminate this MoU with immediate effect at any time upon within 30 days of written notice.

6. Notices:

1. All notices, requests and other communications which shall be or may be issued pursuant to this MoU shall be sent by registered mail and/or personal delivery and/or courier and shall be addressed to the parties hereto at their respective offices set forth in the premises of this MOU.
2. Such notices, requests and other communications shall be deemed to be received and made effective when duly arrived at the other party's address.



3. Any alteration or change in the addresses of each of the parties hereto shall be notified in writing to the other Party hereto without undue delay.

7. Amendment:

Any amendment to this document shall be made with the MoU of both the parties. Any proposed changes should be informed in writing to the other party through registered mail and/or personal delivery and/or courier and shall be addressed to the parties hereto at their respective offices.

8. Confidential Information

Any information which should be kept confidential should be informed to the other party through appropriate methods. Any breach in confidentiality can be grounds for termination of the MoU.

9. Scientific publications and use of research data

Both the parties agree that all scientific publications and use of research data generated through research activities between SJRI and Pushpagiri, pursuant to this MOU, will have to be approved in advance in writing by the authorized signatory from SJRI and Pushpagiri. There will be a reasonable distribution of first authors between both institutes as mutually agreed in writing in advance for each collaborative research project.

10. Intellectual Property

Intellectual property will refer to all patents, copyrights, trade secrets, trademarks, IC protections, geographic indicators and other intellectual property protections, including plants, genes and chemical structures. Intellectual property also includes oral or written know-how of relevance to the research activities of the two Institutes.

Intellectual property ownership, authorship and commercialization are three aspects that will be considered. Ownership and commercialization are discussed below.

However, to merit authorship, it is required that the inventor has participated in the research activity relevant to the invention and contributed to the claims of the invention when a patent is involved. An author of a patent can be a faculty, student or an alumnus.

Intellectual property types relevant to this MOU are (i) patented and unpatented know-how developed at SJRI and Pushpagiri prior to interaction with the other Institute on a specific problem, (background intellectual property) (ii) patented and unpatented know how developed during and after collaboration between faculty, students, alumni of SJRI and Pushpagiri on a specific problem (new developmental intellectual property), and (iii) Intellectual property as in point (i) and (ii) that also includes entities (third parties) other than SJRI and Pushpagiri.



The intellectual property of Pushpagiri obtained prior to collaboration between Pushpagiri and SJRI on a specific problem will belong to Pushpagiri. Intellectual property of SJRI prior to such collaboration will belong to SJRI. Any background intellectual property that involves parties in addition to Pushpagiri and SJRI must be made known to all concerned during this collaboration. The background Intellectual property that is not available in the public domain will be considered as 'Confidential Information'.

Intellectual property generated jointly during the operation of this MOU may be jointly filed and "owned" by SJRI and Pushpagiri or jointly published in and/or presented at national and international journals and/or conferences as per the intellectual property strategy and IP policy of the two institutions. IP ownership and sharing on any specific instance will be discussed and agreed upon in writing between both institutes, in advance for any collaborative endeavor. Legal advice regarding intellectual property filing may be sought prior to publication and/or public speeches, training and consulting where relevant.

Faculty, students, and alumni participating in the activities under this MOU will be governed in matters of Pushpagiri and SJRI joint activities by the provisions of this MOU, even if they leave their respective institutes, when intellectual property relevant to these institutes is being pursued. Such faculty, students, employees and alumni of the respective Institute will need to sign a Non-Disclosure MoU (NDA) for ensuring confidentiality of data concerning the activities under this MOU and assign all rights in the IP generated to their respective Institutes. The authorized signatory of the respective institutes will be responsible for ensuring protection of confidentiality in their Institute and Assignment of IP rights under this MOU. On the IP application filed for protecting the IP rights on which an employee of either SJRI or Pushpagiri is named as a co-inventor or a co-author, both parties will mutually discuss in advance and decide the co-inventorship/co-authorship. This will be based on the background IP and the intellectual contribution from employees of both parties.

Commercialization revenues from intellectual property, patented or unpatented (such as know-how, oral or written), generated by bringing such intellectual property to the market and society will be mutually agreed in writing and shared by Pushpagiri and SJRI. The sharing approach will be decided upon mutually on a case-to-case basis based on the contributions of relevant inventors. This revenue-sharing approach will be applicable for the first five years of this MOU. Revenue sharing will take into consideration all relevant guidelines applicable at the respective Institutes Pushpagiri and SJRI

In the case of entrepreneurship activity and startup companies that may emerge from Pushpagiri and SJRI collaboration, new developmental intellectual property that is jointly owned by Pushpagiri and SJRI may be assigned or licensed to the startup companies through appropriate mechanisms, unless decided otherwise.

When an entity or entities other than Pushpagiri or SJRI is/are also involved in generating intellectual property, ownership and commercialization will be negotiated on a case—by—case basis. Authorship will be given in a manner as mentioned in the (a) of this article.



11. Financing/Payment/funds /budget:

This document does not propose any financing/payments/funds or budget. However, specific collaborations between research projects, laboratories work and joint applications for funding will be governed by separate Research Agreements which specify financing/payments/funds and budget.

12. Governing Law

This MoU shall be governed and construed in accordance with the laws of India.

13. Jurisdiction:

The courts at Bengaluru shall have the exclusive jurisdiction to try any matters arising from any litigation.

14. Indemnity.

Both the parties shall defend, indemnify and hold harmless each other and any employee(s), contractor(s) or agent(s) (referred to individually as “**Indemnified Party**”) against any and all liability linked to issues relating to content, operations, technology including reasonable attorney's fees) to third parties (other than liability solely to the fault of the Indemnified Party) including, but not limited to, liability related to the infringement of any third party's intellectual property rights under this MoU. Both parties' obligation to indemnify any Indemnified Party will survive termination of this MoU for a period of 2 (Two) years from the date of termination of the MoU.

15. Nature of Relationship

The parties are independent contractors, and this MoU will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

16. Force Majeure.

Neither Party shall be liable for any failure to perform or for any delay in performing their obligations under this MoU caused by a force majeure event (hereinafter defined) and the time for performance shall, if the Party affected so requires, be extended by a period corresponding with the duration or such an event causing such failure or delay. For the purpose of this paragraph “**Force Majeure**” means requisition or interference by any government or local authority, war, strike, lockout, labour disputes, riot, epidemic disease, Act of God, inevitable accident or any other circumstance whether similar to the above causes or otherwise beyond the control of a Party, as the case may be, which could not reasonably have been foreseen at the time of entering into this MoU and whose effects cannot be reasonably overcome.



Notwithstanding the above, if the Force Majeure in question prevails for a continuous period in excess of thirty (30) days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. If the Parties cannot agree on such alternative arrangements and the Force Majeure continues, then either Party shall be entitled to terminate the MoU immediately by written notice.

17. Assignment.

Neither part nor the whole of this MoU may be assigned or transferred by either party without the prior written consent of the other party.

Signature Page Follows...



18. Signatures

IN WITNESS THEREOF, the parties hereto have caused this MoU to be executed by their duly authorized officers or representatives.

For Pushpagiri Medical Society



Name: Rev. Dr. Mathew Mazhavancheril

Title: Director & Head of Research

Date: **Rev. Dr. Mathew Mazhavancheril**
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

For CBCI Society for Medical Education



Name: Rev. Dr. Paul Parathazham

Title: Secretary **SECRETARY**

Date: **C.B.C.I. SOCIETY FOR MEDICAL EDUCATION**
ST. JOHN'S NATIONAL ACADEMY OF HEALTH SCIENCES
SARJAPUR ROAD, BANGALORE - 560 034

For Pushpagiri Research Centre



Name: Dr. Yogesh B. Dalvi

Title: Scientist **DR. YOGESH B. DALVI (M.Sc, Ph.D.)**
Scientist
Pushpagiri Research Centre
Pushpagiri Institute of Medical Sciences
& Research Centre
Tiruvalla - 689101, Kerala, India.

Date: **18th July 2023**

For St. John's Research Institute



Name: Dr. Tony D. S. Raj

Title: Dean

Date: **08 JUL 2023**

DEAN
St. John's Research Institute
St. John's National Academy of Health Sciences
Koramangala, Bangalore - 560 034, INDIA

Witness 1 (PRC)



Name & Designation

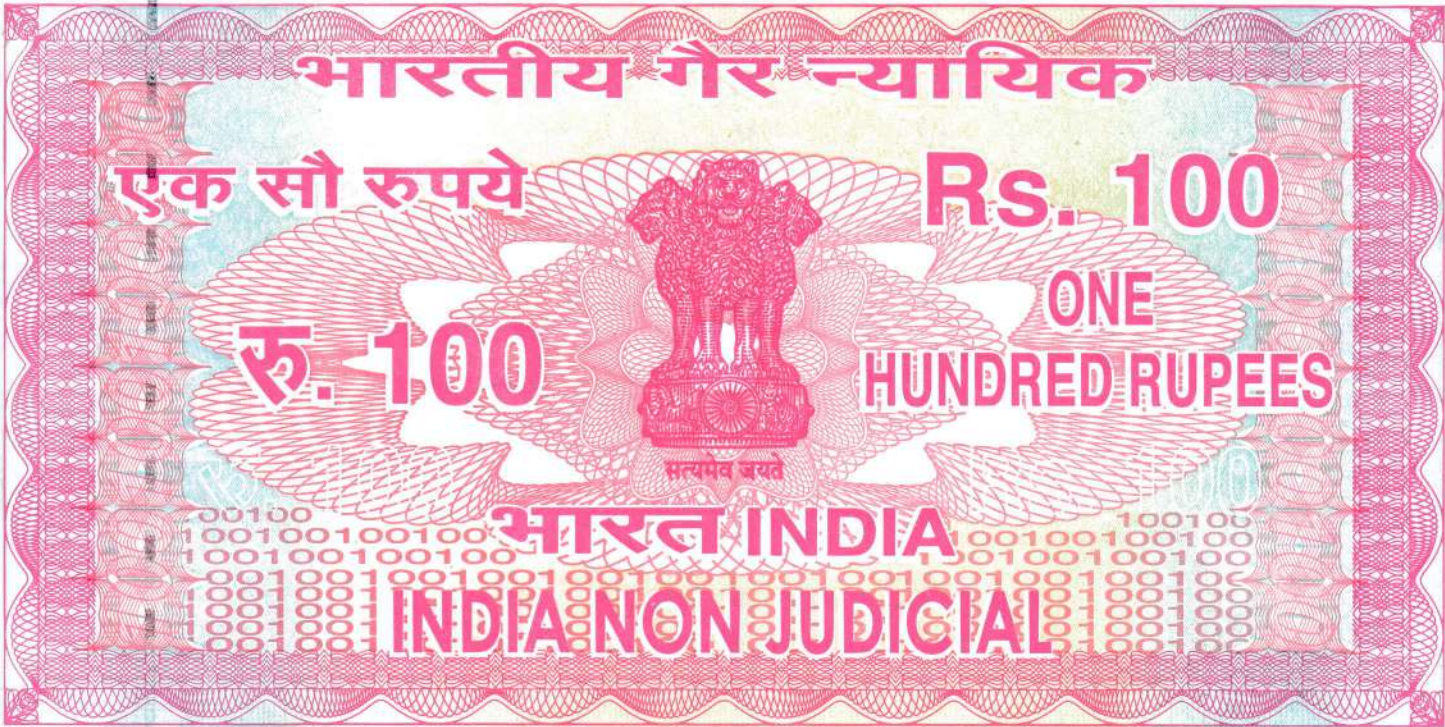
Dr Nektu George Thomas
Professor and Scientist
Pushpagiri Research Centre

Witness 2 (SJRI)



Name & Designation

DR RYAN FERNANDEZ, ASST PROF



കേരളം കേരल KERALA

DL 191596

**MEMORANDUM OF UNDERSTANDING FOR ACADEMIC
AND SCIENTIFIC COOPERATION**

BETWEEN

PUSHAGIRI MEDICAL CENTRE, THIRUVALLA

AND

**THE DEPARTMENT OF MICROBIOLOGY AND
BIOCHEMISTRY**

ST. BERCHMANS COLLEGE (AUTONOMOUS)

CHANGANASSERY



Signature

**PRINCIPAL
ST. BERCHMANS COLLEGE
CHANGANASSERY-1
KOTTAYAM, KERALA**



Signature

**Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushagiri Research Centre
Thiruvalla - 689 101, Kerala**

**CHANGANACHERRY
VENDOR
V.P. MARKOSF**



No. 38497 - Rs. 100/- Rev. Fr. Regi P. Kurian
Principal
St. Berchmans college
changanacherry
14-3-2023

Memorandum of Understanding

This Memorandum of Understanding (the "MoU"), is executed on 29 March 2023 and is effective from 29 March 2023.

BY AND BETWEEN

Pushpagiri Research Centre (PRC), an institution of **Pushpagiri Medical Society (Pushpagiri)**, which has its registered office at Pushpagiri Medical College Hospital Campus, Thiruvalla, Kerala-689101, represented by its **Director & Head of Research** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the FIRST PART,

AND

Department of Microbiology & Biochemistry, St. Berchmans College, Changanassery (SB College) is an Arts and Science College, affiliated with Mahatma Gandhi University, Kottayam, represented by its **Principal** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the SECOND PART.

WHEREAS PRC is engaged in Biomedical Research along with other institutions under the Pushpagiri Medical Society.

WHEREAS SB College is engaged in promoting a research and development programme for the growth of the economy along with other institutions.

For the purpose of this MoU, both PRC and SB College, Changanassery are collectively referred to as the "Party" or "Parties".

1. Purpose:

The purpose of this MoU is to formally express the mutual wish of PRC and SB College to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is an MoU which outlines an intention to promote collaboration between the above-mentioned institutions.

2. Objectives, scope, and major activities

Generally, and within the limits of the financial means of each institution, the cooperation will



PRINCIPAL
ST. BERCHMANS COLLEGE
CHANGANASSERY- 1
KOTTAYAM, KERALA



Page 2 of 8

Rev. Dr. Mathew Mathayambhil
Director & Head
Pushpagiri Research Centre
Thiruvalla - 689 101, Kerala

take the following form:

- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in research.
- Organizing joint conferences, methodology workshops, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities.
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest.
- Lab facilities for students to undergo internships, and short-term projects and faculty to pursue doctoral studies as per respective institutions' fee structure.
- Promotion of exchange programmes for students for study, training or research.
- Co-direction or co-supervision of doctoral theses.
- Joint scientific publications on common interest fields.


Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake.

3. Responsibilities of the parties

It will be the responsibility of both parties to hold an annual review meeting to examine the progress of the evaluation. The venue of the meeting shall be decided through consultation between the parties. No other specific responsibilities are assigned to either party through this document.

4. Duration/Term:

The present MoU takes effect from the date of the first signature and remains valid for a period of **FIVE years (till 29 March 2028)** from the Effective date (**29 March 2023**). If one party plans to withdraw from the MoU, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.


PRINCIPAL
ST. BERCHMANS COLLEGE
CHANGANASSERY
KOTTAYAM, KERALA




Page 3 of 8
Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

5. Termination:

Either Party may terminate this MoU with immediate effect at any time within 30 days of written notice.

6. Notices:

- a) All notices, requests and other communications which shall be or may be issued pursuant to this MoU shall be sent by registered mail and/or personal delivery and/or courier and shall be addressed to the parties hereto at their respective offices set forth in the premises of this MoU.
- b) Such notices, requests and other communications shall be deemed to be received and made effective when duly arrived at the other party's address.
- c) Any alteration or change in the addresses of each of the parties hereto shall be notified in writing to the other Party hereto without undue delay.

7. Amendment:

Any amendment to this document shall be made with the MoU of both parties. Any proposed changes should be informed in writing to the other party through registered mail and/or personal delivery and/or courier and shall be addressed to the parties hereto at their respective offices.

8. Confidential Information

Any information which should be kept confidential should be informed to the other party through appropriate methods. Any breach of confidentiality can be grounds for termination of the MoU.

9. Scientific publications and use of research data

Both the parties agree that all scientific publications and use of research data generated through research activities between PRC and SB College, Changanassery, pursuant to this MoU, will have to be approved in advance in writing by the authorized signatory from PRC and SB College, Changanassery. There will be a reasonable distribution of first authors between both institutes as mutually agreed in writing in advance for each collaborative research project.

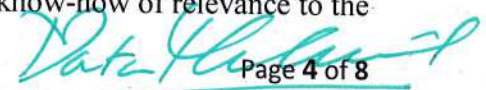
10. Intellectual Property

Intellectual property will refer to all patents, copyrights, trade secrets, trademarks, IC protections, geographic indicators and other intellectual property protection, including plants, genes and chemical structures. Intellectual property also includes oral or written know-how of relevance to the



PRINCIPAL
ST. BERCHMANS COLLEGE
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KOTTAYAM, KERALA





Page 4 of 8
Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

research activities of the two Institutes.

Intellectual property ownership, authorship and commercialization are three aspects that will be considered. Ownership and commercialization are discussed below. However, to merit authorship, it is required that the inventor has participated in the research activity relevant to the invention and contributed to the claims of the invention when a patent is involved. An author of a patent can be a faculty, student or alumnus.

Intellectual property types relevant to this MoU are (i) patented and unpatented know-how developed at PRC and SB College, Changanassery prior to interaction with the other Institute on a specific problem, (background intellectual property) (ii) patented and unpatented know-how developed during and after collaboration between faculty, students, alumni of PRC and SB College, Changanassery on a specific problem (new developmental intellectual property), and (iii) Intellectual property as in point (i) and (ii) that also includes entities (third parties) other than PRC and SB College, Changanassery.

The intellectual property of Pushpagiri obtained prior to collaboration between Pushpagiri and SB College Changanassery, on a specific problem will belong to Pushpagiri. The intellectual property of SB College Changanassery, prior to such collaboration will belong to SB College Changanassery. Any background intellectual property that involves parties in addition to PRC and SB College, Changanassery must be made known to all concerned during this collaboration. The background Intellectual property that is not available in the public domain will be considered as 'Confidential Information'.

Intellectual property generated jointly during the operation of this MoU may be jointly filed and "owned" by PRC and SB College, Changanassery or jointly published in and/or presented at national and international journals and/or conferences as per the intellectual property strategy and IP policy of the two institutions. IP ownership and sharing on any specific instance will be discussed and agreed upon in writing between both institutes, in advance for any collaborative endeavour. Legal advice regarding intellectual property filing may be sought prior to publication and/or public speeches, training and consulting where relevant.

Faculty, students, and alumni participating in the activities under this MoU will be governed in matters of PRC and SB College, Changanassery joint activities by the provisions of this MoU, even if they leave their respective institutes when intellectual property relevant to these


PRINCIPAL

ST. BERTHOLOMEWS COLLEGE
CHANGANASSERY- 1
AYAM, KERALA




Page 5 of 8

Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

institutes is being pursued. Such faculty, students, employees and alumni of the respective Institute will need to sign a Non-Disclosure MoU (NDA) for ensuring the confidentiality of data concerning the activities under this MoU and assign all rights in the IP generated to their respective Institutes. The authorized signatory of the respective institutes will be responsible for ensuring the protection of confidentiality in their Institute and Assignment of IP rights under this MoU. On the IP application filed for protecting the IP rights on which an employee of either PRC or SB College, Changanassery is named as a co-inventor or a co-author, both parties will mutually discuss in advance and decide the co-inventorship/co-authorship. This will be based on the background IP and the intellectual contribution from employees of both parties.

Commercialization revenues from intellectual property, patented or unpatented (such as know-how, oral or written), generated by bringing such intellectual property to the market and society will be mutually agreed upon in writing and shared by PRC and SB College, Changanassery. The sharing approach will be decided upon mutually on a case-to-case basis based on the contributions of relevant inventors. This revenue-sharing approach will be applicable for the first five years of this MoU. Revenue sharing will take into consideration all relevant guidelines applicable at the respective Institutes, PRC and SB College, Changanassery.

In the case of entrepreneurship activity and startup companies that may emerge from PRC and SB College, Changanassery collaboration, new developmental intellectual property that is jointly owned by PRC and SB College, Changanassery may be assigned or licensed to the startup companies through appropriate mechanisms, unless decided otherwise.

When an entity or entities other than PRC and SB College, Changanassery is/are also involved in generating intellectual property, ownership and commercialization will be negotiated on a case—by—case basis. Authorship will be given in a manner as mentioned in this article.

11. Financing/payment/funds /budget:

This document does not propose any financing/payments/funds or budget. However, specific collaborations between research projects, laboratories work and joint applications for funding will be governed by separate Research Agreements which specify financing/payments/funds and budget.

12. Governing Law

This MoU shall be governed and construed in accordance with the laws of India.


PRINCIPAL
ST. BERCHMANS COLLEGE
CHANGANASSERY-1
TAYAM, KERALA




Page 6 of 8
Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

13. Jurisdiction:

The courts in Kerala shall have exclusive jurisdiction to try any matters arising from any litigation.

14. Indemnity.

Both the parties shall defend, indemnify and hold harmless each other and any employee(s), contractor(s) or agent(s) (referred to individually as “**Indemnified Party**”) against any and all liability linked to issues relating to content, operations, technology including reasonable attorney's fees) to third parties (other than liability solely to the fault of the Indemnified Party) including, but not limited to, liability related to the infringement of any third party's intellectual property rights under this MoU. Both parties' obligation to indemnify any Indemnified Party will survive termination of this MoU for a period of 2 (Two) years from the date of termination of the MoU.


15. Nature of relationship

The parties are independent contractors, and this MoU will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

16. Force majeure.

Neither party shall be liable for any failure to perform or for any delay in performing their obligations under this MoU caused by a force majeure event (hereinafter defined) and the time for performance shall, if the Party affected so requires, be extended by a period corresponding with the duration or such an event causing such failure or delay. For the purpose of this paragraph “**Force majeure**” means requisition or interference by any government or local authority, war, strike, lockout, labour dispute, riot, epidemic disease, Act of God, inevitable accident or any other circumstance whether similar to the above causes or otherwise beyond the control of a party, as the case may be, which could not reasonably have been foreseen at the time of entering into this MoU and whose effects cannot be reasonably overcome.

Notwithstanding the above, if the force majeure in question prevails for a continuous period in excess of thirty (30) days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. If the parties cannot agree on such alternative arrangements and the force majeure continues, then either party shall be entitled to terminate the MoU immediately by written notice.


PRINCIPAL
ST. BERCHMANS COLLEGE
CHANGANASSERY- 1
KOTTAYAM, KERALA




Page 7 of 8
Rev. Dr. Mathew Mazhavancheri
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala

17. Assignment.

Neither part nor the whole of this MoU may be assigned or transferred by either party without the prior written consent of the other party.

18. Signatures

In witness thereof, the parties hereto have caused this MoU to be executed by their duly authorized officers or representatives.

For Pushpagiri Research Centre

For St. Berchmans College, Changanassery

Rev. Dr. Mathew Mazhavancheril

Rev. Dr. Mathew Mazhavancheril
Director & Head
Pushpagiri Research Centre
Tiruvalla - 689 101, Kerala



Rev. Fr. Reji P Kurian

PRINCIPAL
ST. BERCHMANS COLLEGE
CHANGANASSERY
KOTTAYAM, KERALA

Name: Rev. Dr. Mathew Mazhavancheril

Name: Rev. Fr. Reji P Kurian

Title: Director & Head

Title: Principal

Date: 29.03.2023

Date: 29.03.2023

Witness 1 (PRC)

Witness 1 (SB College, Changanassery)

George Varghese

Name & Designation *29/03/23*
GEORGE VARGHESE,
ASST. PROFESSOR,
MICROBIOLOGY, PIMS&RC

Name & Designation *Jiji Jacob 29/3/2023*
Dr. Jiji Jacob
Assistant Professor & HoD
Dept of Microbiology & Biochemistry
St. Berchmans College, Changanassery

Witness 2 (PRC)

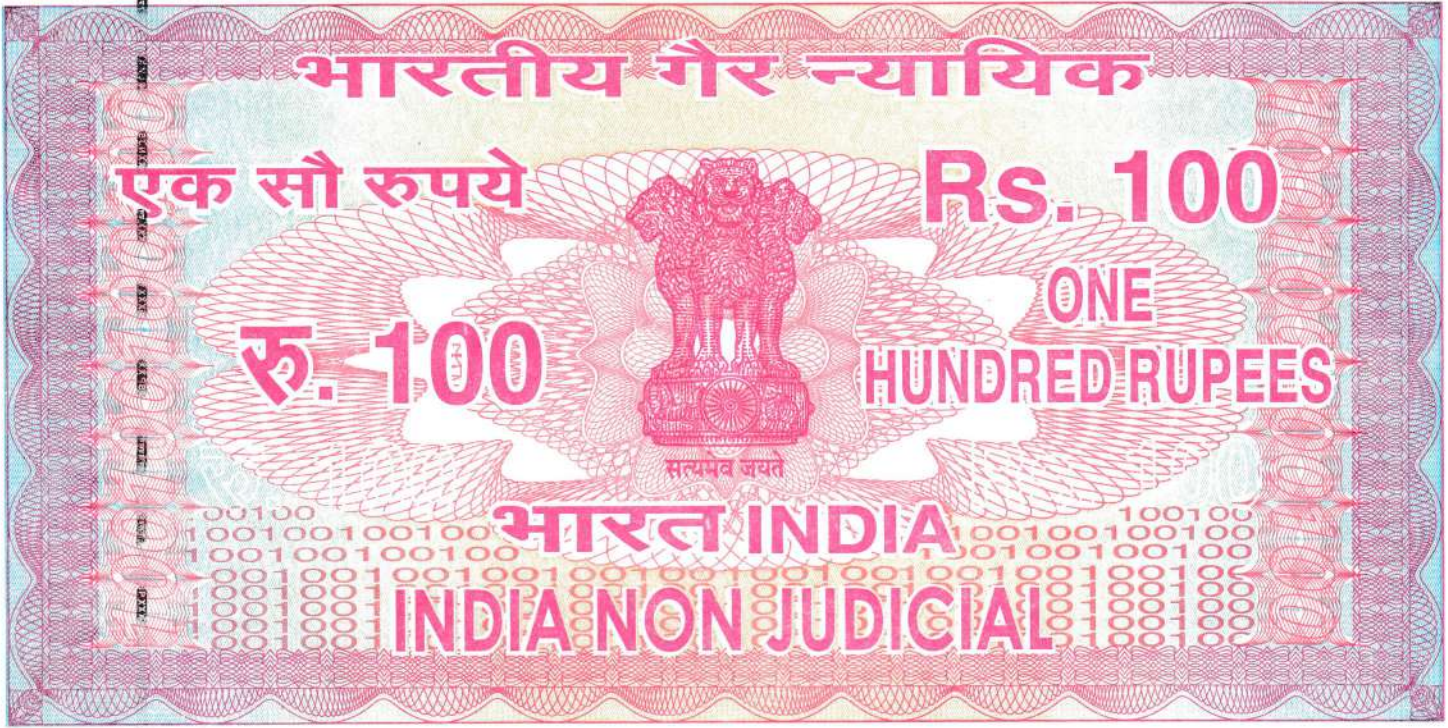
Witness 2 (SB College, Changanassery)

Sherly Antony

Name & Designation *29/3/23*
DR. SHERLY ANTONY
PRC RESEARCH COORDINATOR
ASSISTANT PROFESSOR
MICROBIOLOGY,
PIMS + RC



Name & Designation *Sweetie K Ennacheril 29/3/23*
Dr. Sweetie K Ennacheril
Assistant Professor
Dept of Microbiology & Biochemistry
St. Berchmans College, Changanassery



കേരളം കേരल KERALA

DG 020226

MEMORANDUM OF UNDERSTANDING (MOU)

The agreement is entered into Kottayam on 19.01.2022

Between

Mahatma Gandhi University (MGU), Priyadarshini Hills Kottayam, represented by Dr Sabu Thomas, Vice-Chancellor of the **Other Part**.

AND

Pushpagiri Institute of Medical Sciences and Research Centre (PIMS & RC), Pushpagiri Medical College Hospital Campus, Thiruvalla, represented by Rev. Dr Mathew Mazhavancheril, Director (Academics and Research) of the **One Part** ;

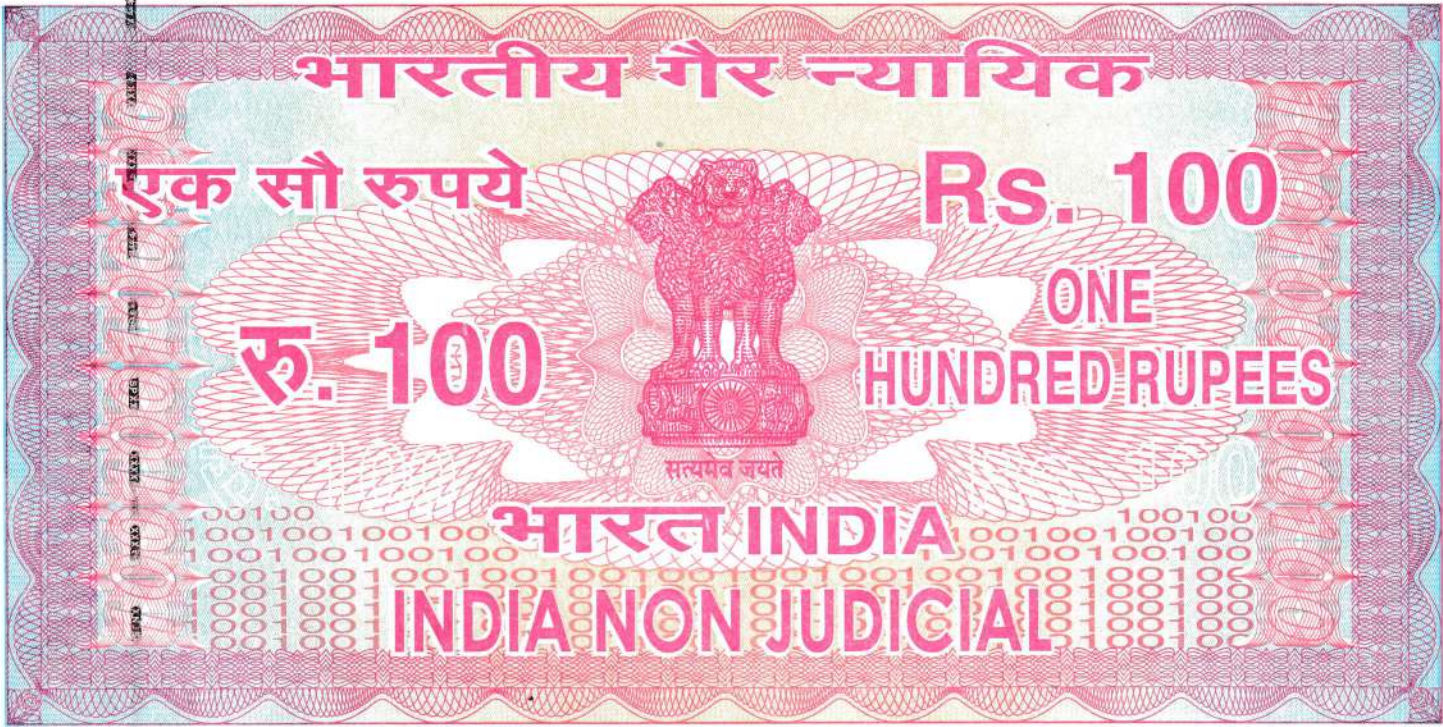
Art. 1 Cooperation

The purpose of this agreement is to formally express the mutual wish of Mahatma Gandhi University and PIMS & RC to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a legally non-binding agreement that outlines an intention to promote collaboration between the above-mentioned institutions. This document would be followed by a Memorandum of Agreement specifying the areas of collaboration and sharing which will have legal binding.

പി. കുഞ്ചൻകുട്ടി നായർ
വൈസ്
ചാൻസലർ



kslee
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01/22



കേരളം കേരल KERALA

DG 020228

Art. 2 Scope of cooperation

Generally speaking, and within the limits of financial means of each institution, the cooperation will take the following form:

- Exchange of information in the field of teaching, teaching practice and research;
- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in teaching and research;
- Organising a joint conference, methodology workshop, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities;
- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest;
- Promotion of exchange programmes for students for a study, training or research period (the modalities will be defined in a specific student exchange agreement) ;
- Co-direction or co-supervision of doctoral theses;
- Joint scientific publications on common interest fields;
- Any other project of common interest suggested by either of the two parties.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is

Ms. Laxmi
No. 2457
01/12/24

Handwritten signature

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വെണ്ടർ
തിരുവല്ല

Page 2 of 4



intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any

Art. 3 Reference documents

This agreement will be considered as the reference document for any other agreements between the institutions. Complementary agreements concerning any other programme will give information concerning specific programmes and will be agreed upon and applied by the official representatives of the partner institutions. The field of activities covered by this agreement will be determined by the means available in each institution and by the funding obtained.

Art. 4 Validity

The present agreement takes effect from the date of signature and remains valid for five years. If one party plans to withdraw from the agreement, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

Art. 5 Force Majeure

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other party or be deemed to be in default because of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of God, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its losses arising from such force majeure event(s) if any.

The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both Parties.

This agreement shall be governed by the laws of the Union of India and the State of Kerala

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, at Kottayam the day and year first above written:

Mahatma Gandhi University, Kottayam

Pushpagiri Institute of Medical Sciences
& Research Centre, Thiruvalla

Prof. Dr Sabu Thomas



Vice-Chancellor, MGU

Rev. Dr Mathew Mazhavancheril



Director (Academics & Research),
PIMS & RC


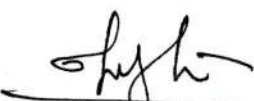
Place : Kottayam

Date : 19th January 2022



Place : Kottayam

Date : 19th January 2022

Witnesses

1. 
Dr. Kishor Babudhan. EIC
2. 
Justice K. Jacob

Witnesses

1. 
Neha Anthe 4/1/2022
2. 
Dr. Yogesh Dabhi

Exclusively for University Education Program Agreement
between

NOBEL BIO CARE INDIA PVT LTD
G-A-08, A Wing, Art Guild House| Phoenix Market City, Kurla (W)
Mumbai- 400070, India

("Nobel Biocare")

And

Pushpagiri College of Dental Sciences,
Medicity, Perumthuruthy, Thiruvalla.
Kerala – 689107, India

("University")

Nobel Biocare and University are individually referred to as a "**Party**" and collectively as the "**Parties**".

Preamble

University is engaged in instruction and research in the field of dental implants and dental prosthetics. The Nobel Biocare group of companies is a world-leading supplier of dental solutions and consists of Nobel Biocare Services AG and Nobel Biocare Holding AG as well as their affiliates and subsidiaries. The Nobel Biocare group of companies develops, produces and markets dental implants and IT-based industrialized dental prosthetics.

Nobel Biocare wishes to support the University's efforts to advocate the study of dental implants and dental prosthetics and the University's development of education, training and research to a high international level.

The Parties therefore enter into this collaboration agreement (the "**Agreement**") to define the terms and conditions for the support granted by Nobel Biocare to University.

1. Support

Nobel Biocare will support University by granting the support defined in the appendix to this Agreement (the "University Education Program - Implantology course"). The Support constitutes the maximum support of Nobel Biocare; University acknowledges that no further support will be granted by Nobel Biocare, unless expressly agreed in writing by the Parties, and that the actual amount of support will be determined according to actual consumption of support.

2. Purpose

University shall use the Support exclusively for the purposes set out in the respective appendix (the "**Purpose**"). Any other use of the Support requires the prior written approval of Nobel Biocare. In particular, University may not resell any products provided by Nobel Biocare as part of the Support. If University uses the Support (or parts thereof) for any other purpose than the Purpose without approval of Nobel Biocare, Nobel Biocare is entitled to cancel any outstanding Support and to claim back or, at Nobel Biocare's sole discretion, invoice any already provided Support (in-kind support will be invoiced at then current list prices in the country of University).

3. University's Responsibilities

3.1 University will name contact a person who will be responsible for the support from Nobel Biocare. As of the Effective Date, the contact persons are

Contact Name-Dr. Vinesh Udayakumar, MDS

Contact No. 8281377603

Email – druvinesh@gmail.com

University may add additional or remove contact persons at any time by giving Nobel Biocare a prior written notice.

3.2 University will comply with all relevant Nobel Biocare policies, protocols, instructions for use, manuals, or other guidelines regarding the use of Nobel Biocare products as well as returns and exchanges and documentation requirements.

4. Meetings

The Parties will meet at least once per calendar quarter to review the progress of the implantology course under this agreement and discuss all relevant matters relating to the course. In principle, these meetings will take place in person, but the parties may agree on other communication means (e.g. video conference).

5. Use of University's Name and Logo

University grants the companies of the Nobel Biocare group the right to use University's name and logo for publications and on their websites.

6. Term and termination

- 6.1 This Agreement shall become effective as of 16/01/2023 (the "**Effective Date**") and will be valid until 31/12/2023 unless terminated earlier in accordance with this clause 6.
- 6.2 If a Party has committed a material breach of this Agreement and has not rectified the same within thirty (30) days after receipt of a written notice specifying the breach or its effects, the other Party may terminate this Agreement with immediate effect. For the purposes of this clause 6.2, any breach of clauses 2 & 3 of this Agreement shall constitute a material breach of this Agreement that entitles Nobel Biocare to a termination of this Agreement in accordance with this clause 6.2.
- 6.3 Nobel Biocare may at any time terminate this Agreement with a thirty (30) days prior written notice.
- 6.4 Any termination according to this clause 6 has to be made by first class registered mail or courier services and is deemed to be received by the other Party after three (3) business days from the date it is posted, or when the other Party actually receives the termination notice, whichever is earlier.

7. Disclosure to Competent Authorities

Nobel Biocare is committed to an ethical, proactive and professional approach to clinician-industry relations. Therefore, University acknowledges and agrees that information regarding the Support may be disclosed by Nobel Biocare to third parties pursuant to applicable laws, regulations, or policies. Specifically, Nobel Biocare will comply with the provisions of the Patient Protection Affordable Care Act.

8. Notices

All notices under or in connection with this Agreement have to be in writing and must be delivered to the other Party at its address set out below or another address specified by that party by written notice to the other Party.

If to Nobel Biocare:

NOBEL BIOCARE INDIA PVT LTD
G-A-08, A Wing, Art Guild House| Phoenix Market City, Kurla (W)
Mumbai- 400070, India

If to University:

Pushpagiri College of Dental Sciences
Medicity, Perumthuruthy, Thiruvalla,
Kerala -689107, India

9. Miscellaneous

- 9.1 The Parties may only assign this Agreement with the prior written consent of the other Party. Notwithstanding the foregoing, Nobel Biocare may assign this Agreement to its affiliates without University's consent.
- 9.2 This Agreement shall be governed and construed in accordance with the substantive laws of the country in which Nobel Biocare has its place of business to the exclusion of bilateral or multinational treaties such as CISG (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) without regard to its conflict of law rules.
- 9.3 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, which cannot be settled amicably, shall be resolved exclusively by the competent court at the registered place of business of Nobel Biocare.
- 9.4 Should any provision of this Agreement be or become invalid, such invalidity shall not affect the validity of any other contractual provisions. Rather, any invalid provision shall be substituted by such provision as best reflects the economic intent of the Parties in a legally permissible manner. The same provision shall apply to any omissions in this Agreement. In the event of any provision being invalid and/or any omission requiring amendment, the Parties shall undertake to execute any declarations of intent and enter into any legal transactions required to best reflect the economic intent of the invalid provisions.
- 9.5 This Agreement (including the Appendices thereto) constitutes the entire agreement between the Parties with respect to the subject matter thereof and there are no understandings of any kind except as expressly set forth herein. No modification of this Agreement shall be of any force or effect unless in writing and signed by both Parties. This Agreement supersedes all prior agreements between or among the Parties. All waivers by either Party of any term or condition of this Agreement must be in writing. A waiver by either Party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for the same or similar instance in the future.

CIN : U 51397 MH 2004 FTC 150267

None of the rights, remedies, undertakings, and obligations hereunder shall be a limitation of any other remedy, right, undertaking, obligation, or agreement of either Party.

The Appendix attached to this Agreement form an integral part of this Agreement.

For

NOBEL BIOCARE INDIA PVT LTD
G-A-08, A Wing, Art Guild House
Phoenix Market City, Kurla (W)
Mumbai- 400070, India

Delhi, 16/01/2023

Place, Date




Name: Priyabimb Barthwal
General Manager Envista
India & South Asia

For

Pushpagiri College of Dental Sciences
Medicity, Perumthuruthy, Thiruvalla,
Kerala -689107, India

Thiruvalla, 9.2.23
Place, Date


DR ABY MATHEW T

Name: Dr. Aby Mathew T
Title: Principal
Pushpagiri College of Dental Sciences

APPENDIX

UNIVERSITY EDUCATION PROGRAM - IMPLANTOLOGY COURSE

This Appendix is part of the University Education Program Agreement between University and Nobel Biocare India Private Limited dated 16th January 2023

This Appendix defines the scope of the support granted by Nobel Biocare India Private Limited to Pushpagiri College of Dental Sciences, Medicity, Thiruvalla, Kerala.

1. Purpose

The scope of the support that, Nobel Biocare India Private Limited will provide to University for the implantology course in the year 2023, for which the university can enrol ongoing Postgraduate's and Intern students as given below:

1. Nobel Biocare India Private Limited will provide requisite study materials for the students and the department. This would include Nobel Biocare product literature and CD ROMs of procedures.
2. Nobel Biocare India Private Limited will support in conducting the course for the Postgraduate and Interns batch (3 modules) with not more than 8 days of Indian Mentors of the highest repute on behalf of Nobel Biocare. Nobel Biocare India Private Limited will arrange for the travel, and honorarium of the mentors, conducting the implantology course on behalf of Nobel Biocare India Private Limited. The number of participants for 2023 Batch course is 20 participants.
3. Exclusively for University, Nobel will also provide 1 dummy implant per student for practice during modules, for placement only in the simulators and not in patients. These implants shall be used only for demo and training purpose.
4. Implant package from Nobel Biocare includes a special package for the participants of the above course. Contents of this package are specified in Annexure-I of this Appendix.
5. Certificate of Course Completion in Implantology would be given to all participants by the university and Nobel Biocare India Private Limited, on successful completion of their course.
6. Patients for Live Demonstration during the course and for the Participants' cases are to be arranged by College.

7. In addition, the College is supposed to provide following facilities:

- Infrastructure / facility support including using of the lecture halls, auditorium- (in case if required), audio visual equipment etc.
- Reusable components like impression copings, implant replicas, healing abutments, abutment replicas and other dental materials required by the participants.
- Course Coordinator & Staff for the conducting the program on all the days of course.
- Food and Beverages to the participants for all the days of the course.
- College should provide adequate patients for the surgical implant placements.

Encl: Annexure 1 – Commercial Proposal and Terms of Sale and payment for the year 2021-22

Annexure 1: Commercial Proposal and Terms of Sale and Payment for the year 2023-2024.

6 Months Implantology Program Package Details for In-house - Post Graduate's and Interns:

Curriculum scope:

The course consists of 3 modules, each module will be of 4 days, 1 day, 2 day and 2 days , totaling 9 days' spread over 6 Months. Out of which Nobel Biocare will support 8 days by providing Nobel Biocare Key Experts of highest repute.

During the course each participant will place 2 implants under the guidance of Nobel Biocare Indian Mentors and University teaching staff for which the patients need to be arranged by the University.

2023 batch will have 20 students (Only for In-house Postgraduate / Interns/Doctors)
Each Participant will get the following materials during the Course:

- Spiral Implants - 3 each
- Straight Abutments - 3 each
- Healing Abutment - 2 each
- Implant Replica - 2 each
- Impression Coping - 2 each
- ABT Surgical kit -1each
- Partial Edentulous model – 1 Each.

Nobel Biocare Support for Implant Department: -

CIN : U 51397 MH 2004 FTC 150267

- 8 Days of Mentor support for the program, faculty mentoring the participants will be Indian faculty of highest repute. Training & Education materials will be provided to participants by Nobel Biocare.
 - 2 ABT Surgical kits, 50 Spiral Implants, 50 Abutments, 4 Impression copings, 4 Implant Replica and 4 Healing abutments.
 - 1 Live surgery by the mentor with aid of Physiodispenser & Nobel Replace Surgery Kits as Loaner Unit for demo/ participant's live Surgical Procedures along with 1 Spiral Implant and 1 Straight Abutment.
-
- Manuals, Mentor notes etc.

The cost for Nobel Biocare India Private Limited to provide all these services per participant will be Rs. 72,000/-

Terms & Conditions: -

- Other accessories required are exclusive of the above offer.
- The cost for Nobel Biocare India Private Limited to provide all these services per participant will be Rs 72,000/- therefore the invoice for the above orders will be raised to University as Two separate Invoice of Rs 50,000/- & 22,000/- per participant multiplied by Number of participants enrolled with 20 participants.
- 50% payment of 1st invoice (ie 50,000*20=10,00,000/-) would be made against the Purchase order for the above-mentioned Course Products as advance and remaining 50% will be with in 60 days of invoice. 2nd invoice (22,000*20=4,40,000/-) as advance before 3rd module of the course.
- On signing the agreement, we need to understand the schedule of the dates for each module, at least 30 days in advance, agreed mutually before the course commences
- All Implants carry Life Time International Replacement Warranty.
- Payments will be made by the college to Nobel Biocare India private limited.

Accepted and agreed to conduct the Implant Course

(separate signature page follows)

For

NOBEL BIOCARE INDIA PVT LTD
G-A-08, A Wing, Art Guild House
Phoenix Market City, Kurla (W)
Mumbai- 400070, India

Delhi, 16/01/2023
Place, Date




Name: Priyabimb Barthwal
General Manager Envista
India & South Asia

For Thiruvalla, 9.2.23
Place, Date

Pushpagiri College of Dental Sciences
Medicity, Perumthuruthy, Thiruvalla,
Kerala -689107, India

Name: Dr. Aby Mathew T
Title: Principal
Pushpagiri College of Dental Sciences
Kerala


DR ABY MATHEW T



Dr. Aby Mathew T. MDS
Principal
Pushpagiri College of Dental Sciences