

MEMORANDUM OF UNDERSTANDING

is made on the 13th of November , 2019

Between

Amity Universities and Institutions

AND

Tenet Health Edutech Pvt. Ltd. (Cliniminds)

C-101, First Floor, Sector 2 NOIDA 201301, UP, India

Background

- i. Amity Universities and Institutions (AU) and Tenet Health Edutech Pvt. Ltd. (Cliniminds) share interests in both Research & Academics.
- ii. The two Parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

1. Commencement

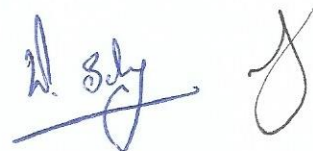
- 1.1. This Memorandum of Understanding ("MOU") shall take effect on the date of signing and shall continue for a period of 5 years unless terminated earlier in accordance with the provisions of Clause 7.

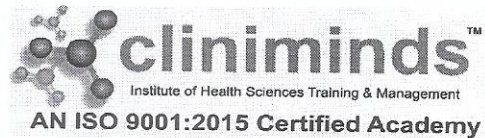
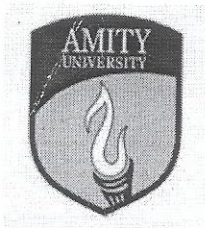
2. Scope of MOU

- 2.1. The areas of agreement outlined in this MOU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between AU and CLINIMINDS unless specifically noted herein. This MOU is not intended to be of legal force and effect in any manner whatsoever. This MOU shall not create a legal relationship between the parties.


Registrar

Amity University Madhya Pradesh
Gwalior





3. Broad Areas for Cooperation

3.1. AU and CLINIMINDS will discuss the possibility of cooperation in the following areas:

- (a) Joint research and submit grant proposals
- (b) Trainings and placements
- (c) Organising joint seminars, conferences & CMEs
- (d) Joint publications/Patents
- (e) Any collaborative efforts that both may deem fit from time to time

3.2 Representatives of the Parties may agree to review the operation of this MoU from time to time.

4. Joint Contributions

4.1. Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(s) that set out appropriate and relevant contributions by the Parties. These may include:

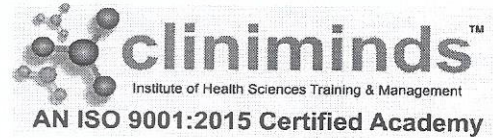
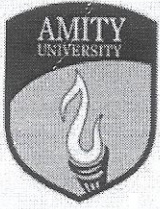
- (a) Access to its research laboratories and assist in development of projects involving the parties.
- (b) Joint submission of research proposals to national and international organisations to obtain support for their common research objectives.
- (c) AU and CLINIMINDS shall work specifically in the areas defined in Para (i) and para 3.1.

4.2. The parties acknowledge that all specific financial arrangements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.

5. Confidentiality and Privacy

5.1. AU and CLINIMINDS recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each of CLINIMINDS and AU covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of another party without first having obtained the prior written consent of the other party.

5.2. The provisions of this Clause 5 are intended to and shall be binding upon the parties upon signing of this MOU and shall survive till the termination or expiry of this MOU.



6. Intellectual Property

- 6.1. "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), plant varieties, register and unregistered trade marks, registered and unregistered designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.
- 6.2. Each party shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at the commencement of each Research Project arising under this Agreement.
- 6.3. If any IPR issue emerges as a result of joint research, then a specific IPR addendum will be jointly agreed upon.

7. Termination

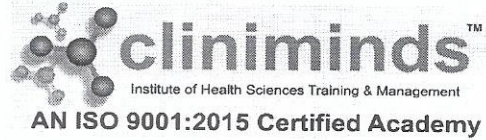
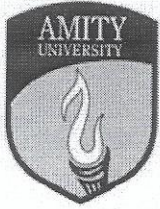
- 7.1. Either of AU or CLINIMINDS may terminate this MOU by written notice to the other party. A minimum period of six months notice will be required from a party wishing to terminate the MOU, or such shorter period as the parties may agree upon in writing.
- 7.2. The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

8. Amendments and Supplementary Agreements

- 8.1. The parties may agree to amend this MOU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.
- 8.2. The Parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MOU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each party.

9. Use of Name and Logo

- 9.1. No party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of another party without first obtaining prior written consent from the other party. The Parties intend that this provision shall be binding upon them and shall survive the termination or expiry of this MOU.



10. Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India.

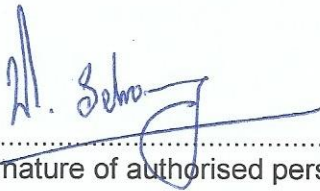
Venue of settlement for any disputes which may arise under this MOU shall be at Noida.

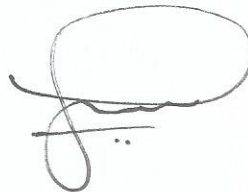
Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Noida. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

Amity Universities and institutions

Tenet Health Edutech Pvt. Ltd., India


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Signature of authorised person

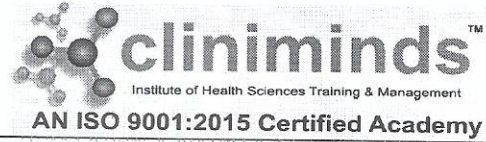
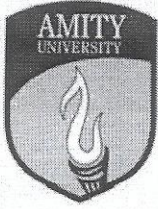

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Signature of authorised person

Designation

Designation **MANAGING DIRECTOR**

Date

Date **13/11/2019**



<p>In Presence of :</p> <p>Mr. Rahul Malia</p> <p>Head – Placements & Corporate Relations</p> <p>Tenet Health Edutech Pvt. Ltd.</p> <p><i>Rahul Malia</i> 13/11/19.</p> <hr/>	<p>In Presence of:</p> <p>Dr. B C Das</p> <p>Chairman & H. G. Khorana Chair Professor</p> <p>Amity Institute of Molecular Medicine & Stem Cell Research (AIMMSCR)</p> <p>DEAN, Health & Allied Sciences Amity University Uttar Pradesh Campus</p> <p><i>Dr. B C Das</i> 13-11-19</p> <hr/>
<p>In Presence of :</p> <p>Dr. Veepra Singh</p> <p>Head Academics & Clinical Operations</p> <p>Tenet Health Edutech Pvt. Ltd.</p> <p><i>Veepra Singh</i> 13/Nov/2019</p> <hr/>	<p>In Presence of:</p> <p>Dr. Puneet Gupta</p> <p>Corporate Training Coordinator & Associated Faculty</p> <p>Amity Institute of Pharmacy, Amity University, Noida</p> <p><i>Puneet Gupta</i> 13/11/19</p> <hr/>