

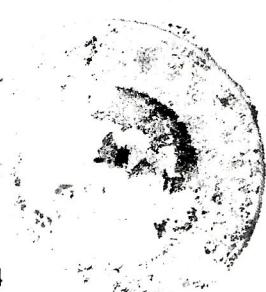
தமிழ்நாடு தமில்நாடு TAMILNADU

Karunya Institute of Technology and Sciences

28/06/2024. J Sciences,
Coimbatore

DU 206749

**J. DEEPA
STAMP VENDOR**
201/1, LAKSHMI NARAYANA SAMY STREET,
POOJYAPATTI, ALANDURAI,
COIMBATORE - 641 101-TAMIL NADU.
L-No: 978 / 81/2021 - 42



MEMORANDUM OF AGREEMENT (MoA)

This Bipartite Memorandum of Agreement (MoA) is made this **8th day of July 2024**

BY AND BETWEEN

BIOTECH CONSORTIUM INDIA LIMITED, New Delhi, a company registered under the Companies Act, 2013 having its Registered Office at Anuvrat Bhawan, 5th Floor, 210, Deen Dayal Upadhyaya Marg, New Delhi – 110 002, CIN: U73100DL1990PLC041486, PAN: AAACB1113A, (hereinafter referred to as ‘BCIL’ which expression shall include its successors-in-interest, liquidators, administrators and assigns) of the one part;

AND

KARUNYA INSTITUTE OF TECHNOLOGY AND SCIENCES, is under Karunya Educational and Research Trust (KERT), registered under Indian Trusts Act 1882, having its registered office at, Karunya Nagar, Coimbatore - 641 114, Tamil Nadu, India, (hereinafter referred to "KITS" which expression shall include its successors-in-interest/business and permitted assigns) of the second part;

(Each herein referred to individually as a “Party”, and collectively as the “Parties”).



WHEREAS BCIL is promoted by the Department of Biotechnology (DBT), Ministry of Science and Technology, Government of India, and the All India financial institutions with the objectives, inter-alia, of protection, promotion, licensing for commercial exploitation of technology know-how and inventions.

WHEREAS KITS is engaged inter-alia in education, research, development, and promotion of technologies and inventions and has developed the know-how for the "Technology(ies)" hereinafter defined.

WHEREAS KITS is the developer of the Technology(ies) (hereinafter defined) developed through such endeavours having authority to retain full or part of the 'Technology(ies)' by itself or to entrust at its discretion full or part of the Technology(ies) to the parties involved in the development and transfer of technologies, including any Intellectual Property Rights(s) on the invention(s) arising out of such endeavours.

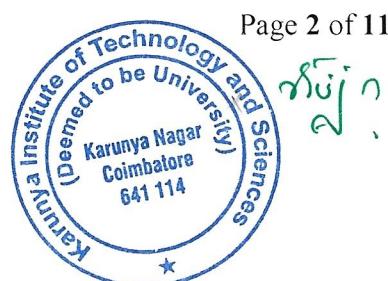
WHEREAS BCIL and KITS have agreed to work together as per the terms and conditions contained in this MoA, for the transfer of the Technology(ies) by licensing to industry for their further development and commercialization.

WHEREAS KITS has agreed to entrust the selected Technology(ies) to BCIL on for the Purposes of the transfer of the Technology(ies) to suitable Licensee(s)

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATION

- 1.1 **Effective Date** shall mean the date of signing of this agreement.
- 1.2 **Improvements** shall mean all refinements, developments, and alterations of and in the Technology (ies) /Knowhow and/or Process (es) and/or the Product(s) capable of improving the technical, economic and/or other characteristic(s) of any of them and "development" shall also be construed accordingly.
- 1.3 **Intellectual Property or IP** shall mean patents, rights to inventions, copyright and related rights, moral rights, rights in designs, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other Intellectual Property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted), divisional, continuations, continuations-in-part, reissues, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world regarding subject matter disclosed in Licensed patents; and shall include without limitation, the Technology(ies) and the Licensed Patents.
- 1.4 **Licensee(s)** shall mean and include all interested companies/entrepreneurs who are Licensee(s) of BCIL and have signed a License Agreement with BCIL for the Technology(ies).
- 1.5 **Plant** shall mean any factory, facility, works, or premises set up in the country and/or abroad of suitable capacity for the production of the Product(s) hereinafter defined.



1.6 **Process(es)** shall mean technical know-how, the technical knowledge, information data, and documents relating to production, application, and validation trials for using the Technology(ies) hereinafter defined.

1.7 **Product(s)** shall mean the article(s) or substance(s) or product(s) produced, made or manufactured, or modified/adapted/alterred by use, exercise, and/or practice of the Technology(ies), wholly or partially, with the intent to sell and vend such article/substance/product commercially, and shall include any other article, substance or product which has as its component or part thereof the article, made or manufactured by use/exercise of the Process(es) or which is an intermediate or derivative article, substance or product as well as modifications, developments or Improvement of any of them.

1.8 **Technology(ies)** shall mean the technologies including Patent applications filed in India & abroad, and know-how developed at KITS and entrusted to BCIL for evaluation and facilitating transfer and commercialization through Licensing to Industry. Such entrustment can be affected by way of official email/letter addressed by KITS to BCIL.

2. OBJECTIVES OF THIS AGREEMENT

BCIL and KITS agree to take all necessary steps required for effective transfer of Intellectual Properties (IPs)/Technology(ies) developed at KITS and capacity building of the scientists and research staff through:

- 2.1 Transfer of promising Technology(ies) to suitable companies in India and abroad for translation and commercialization.
- 2.2 Robust IP Management including IP assessment, IP filing and prosecution in time bound manner.
- 2.3 Public private partnerships including industry sponsored research
- 2.4 National and international research collaborations.
- 2.5 Fostering entrepreneurship including spin-outs from research institute.

3. SCOPE OF SERVICES

The scope of services towards effective management of Intellectual properties and technology transfer for commercialization are detailed in Annexure I of this Agreement. KITS may assign any of the activities listed in Annexure I to BCIL through the Nodal Officer of KITS.

4. PERIOD OF AGREEMENT AND ITS EXTENSION

This MoA shall become effective on and from the date it is signed and shall be valid for a period of three (03) years from the Effective Date and is extendable on mutual consent. The validity and terms of the License Agreement(s) executed during the period of this MoA shall continue to be valid for the Technology(ies) transferred even after the expiry or termination of this MoA, till the term of the respective License Agreements.



5. OBLIGATIONS OF BCIL

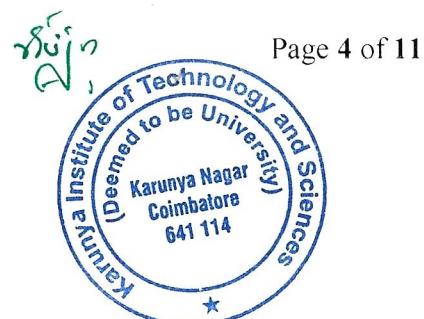
BCIL shall perform the services assigned by KITS to BCIL as per the Annexure I & II and will use commercially reasonable efforts to perform the Services in a professional, diligent and timely manner as follows-

5.1 Technology Transfer Services

- 5.1.1 BCIL would undertake a preliminary evaluation and provide recommendations on the potential for the transfer of each of the entrusted Technology(ies). Promising R&D leads with commercial potential will be taken up by BCIL for technology transfer.
- 5.1.2 BCIL agrees to give publicity to the availability of the Technology(ies) / Know-how assigned to it by KITS for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialization of the said Technology(ies) / Know-how, etc
- 5.1.3 BCIL shall prepare and execute various Agreements such as Non-Disclosure Agreements (NDA), Material Transfer Agreement (MTA), Product Evaluation Agreements, Joint Development Agreements (JDA), Collaborative Research Agreement (CRA) and License Agreements or any other agreement as may be required for discussion and transfer of the Technology(ies) to the potential Licensee(s).
- 5.1.4 BCIL shall identify and introduce the potential Licensee(s) to KITS with a view to facilitating detailed discussion on the Technology(ies) to finalize the comprehensive services required to transfer the Technology(ies) from KITS to such Licensee(s). Based on this, KITS and BCIL shall finalize the steps to be taken by each Party.
- 5.1.5 BCIL will conduct all negotiations with the Licensee(s) and work out the details of the license fees and other terms and conditions for the Technology(ies) transfer in consultation with KITS.
- 5.1.6 BCIL shall periodically monitor the progress of the Technology(ies) transferred and facilitate troubleshooting in consultation with KITS.
- 5.1.7 After the start of commercial production, BCIL shall monitor the production and sales and shall arrange for the collection and distribution of royalties from the Licensee(s).
- 5.1.8 BCIL as the part of this agreement will provide Services against fees payable by KITS as mentioned in the Annexure I & II.
- 5.1.9 BCIL will update and involve KITS Technology Transfer Office in all negotiations and activities related to technology commercialization of the KITS technology.

5.2 Intellectual Property Management

BCIL shall undertake assessment of existing IP portfolio of KITS, in order to recommend on continued maintenance of promising IPs and abandonment of IPs with limited commercial potential. BCIL shall file IPs as and when such request is made by KITS, in a time bound manner in order to obtain and retain priority. BCIL shall ensure that all the office actions of filed IPs are responded within stipulated timelines set up by the respective patent offices.



5.3 Spin-Out from KITS

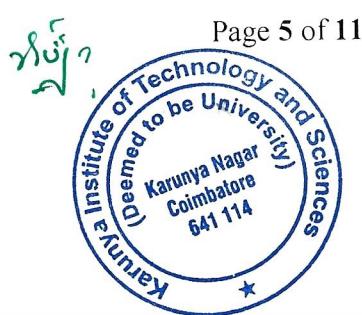
BCIL shall facilitate creation of start-ups by KITS scientists and researchers in a timebound manner.

5.4 Collaborations

BCIL shall facilitate Partnerships, for promising early stage technologies for co-development, translation and commercialization. BCIL shall also facilitate national and international collaborations for promoting cutting edge translational research. Robust agreements for such collaborations would be drafted to ensure clarity on inventorship and ownership of IP as well as commercialization rights.

6. OBLIGATIONS OF KITS

- 6.1 KITS agrees to assign to BCIL the rights to transfer the Technology(ies) to suitable Licensee(s).
- 6.2 KITS shall designate a 'KITS Nodal Officer', responsible for coordinating activities between KITS and BCIL including commissioning of technologies to BCIL, facilitating interaction with inventors, administrative liaisoning etc.
- 6.3 KITS shall make available to BCIL all relevant technical information pertaining to new research and development findings for which KITS intends to explore IP audit/ protection through BCIL. All information so received from KITS shall be kept confidential by BCIL as per Clause 10 (CONFIDENTIALITY) of this MoA.
- 6.4 For technology transfer services KITS shall provide to BCIL all data and other information required to identify, motivate and initiate dialogues with prospective Licensee(s) at home and/or abroad for the licensing of the Technology(ies) and/or the setting up of a Plant(s) for the manufacture of the Product(s); for which BCIL will maintain confidentiality as per Clause 10 (CONFIDENTIALITY) of this MoA.
- 6.5 KITS shall prepare the comprehensive Technology(ies) and Process(es) know-how package based on the scale at which the Technology(ies) has/have been developed including the information, data and documents concerning the Technology(ies) provided that such information, data or documentation may be so disclosed / provided by KITS to the Licensee(s) through BCIL within 30 days of execution of the License Agreement to enable the Licensee(s) to use them for the purpose of the Licence. (hereinafter referred to as "Technology Docket").
- 6.6 KITS shall allow the authorised representative(s) of the Licensee(s) directed by BCIL to visit and see the working of the Technology(es) at KITS.
- 6.7 KITS shall at the request of the Licensee(s), demonstrate the working of the Technology(ies), on the scale at which it has been developed. KITS shall demonstrate at least three batches of the Process(es) within 3 months from the date of signing of the Licence Agreement if so desired by the licensee(s).
- 6.8 KITS shall give the Licensee(s) the first right of refusal of Improvements, developments or modifications, if any, made by KITS to the Technology(ies) or the Process(es) or the Product(s) through BCIL for the benefit of the Licensee(s) on mutually agreed terms to be negotiated and finalized as and when such Improvements become available.



6.9 KITS shall, at the request and at the cost of the Licensee(s) train or arrange to be trained the Licensee(s) and / or the authorised employees of the Licensee(s).

6.10 KITS may at the request of the Licensee(s) provide any further or other technical assistance to the Licensee(s) for effective and expeditious implementation of licence agreement upon mutually agreed terms and conditions.

6.11 KITS agrees that it would intellectually assist the Licensee(s) in improving the specifications of the Technology(ies) on terms negotiated and mutually agreed.

6.12 KITS shall fully cooperate with BCIL and Licensee(s) in all matters related to the successful transfer of the Technology(ies).

6.13 KITS may if desired, permit the Licensee(s) to market the Product(s) using the Technology(ies) after KITS confirms that three consecutive batches manufactured by the Licensee(s) at its approved manufacturing premises meet all the quality control requirements and other parameters as specified in the know-how.

6.14 Responsibilities of KITS in Quality assurance of the Technology(ies). KITS may if desired examine at the cost of the Licensee(s) three consecutive batches manufactured by the Licensee(s) to ensure that the Product(s) meet the quality requirements.

7. FINANCIAL ARRANGEMENT

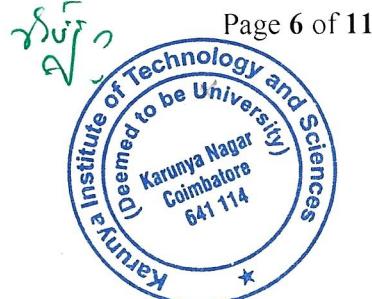
7.1 An assignment would deem to have been commissioned to BCIL on receipt of details of scope of the activity as per Annexure I from KITS Nodal Officer.

7.2 In consideration of the entrustment of technology for the purpose of Technology Transfer by KITS to BCIL, the latter agrees to remit to KITS 70% of the Licensing fees (lump sum as well as royalty related charges) received by it from Licensee(s) of each of the Technology(ies) within 15 days of its receipt and retain 30% of the Licensing fees (lumpsum as well as royalty related charges) towards its share. The disbursement of the fee would be linked to successful transfer of technology/achievement of milestones as agreed in consultation with KITS. The royalties payable would continue for the fixed period as would be agreed upon, between BCIL and the Licensee(s), and BCIL will apply its well established and time-tested methods of monitoring the extent of exploitation of the said Technology(ies), to ensure full and effective payment of royalties by the Licensee(s) concerned. The premia and the royalty agreed upon by BCIL and the Licensee(s), and the period of licensing will be finalised by BCIL, in consultation with KITS Technology Transfer Office.

7.3 It is further agreed that BCIL shall collect and remit to KITS its share of royalty on receipt of the royalty from the Licensee(s) within 30 days on receipt of the same. Royalty payable by the Licensee(s) will be computed based on the ex-factory sale price of the Product(s) on the basis of the total invoice value of the sales as entered in the books of account of the Licensee(s).

8. TERMINATION

This Agreement may be terminated if any of the Parties fails to perform in accordance with the terms and conditions of this Agreement (Default) following failure to rectify the Default upon delivery of a written three (03) months' notice stating the grounds for such Default.



9. DEALINGS WITH THE LICENSEE(S)

KITS agrees that all dealings with the Licensees or potential Licensees lead generated by BCIL for transfer of the Technology(ies) shall be undertaken by BCIL on behalf of and in consultation with KITS Technology Transfer Office to enable BCIL to use its time-tested methods for effective evaluation and transfer of the Technology(ies). In case a company which has already been approached by BCIL for transfer of Technology(ies) approaches KITS, the same shall be referred by KITS to BCIL for all follow-up actions.

10. ACKNOWLEDGEMENT OF OWNER OF TECHNOLOGY ON THE PRODUCT PACKAGING BY THE LICENSEE

BCIL undertakes to stipulate a clause in the Licensing Agreement that the Licensee(s) shall acknowledge in writing in a prominent place of the Product(s) packaging and in displays of Process(es) implementation sites that the Product(s) manufactured / Process(es) utilised is based on Technology(ies), provided by KITS and licensed by BCIL.

11. CONFIDENTIALITY

11.1 BCIL shall maintain all information disclosed under this Agreement by KITS as Confidential information and such information shall not be disclosed to any unauthorized party. In the event of this Agreement is terminated, all information shall be returned to KITS and all notes/copies shall be destroyed by BCIL without any copies being retained.

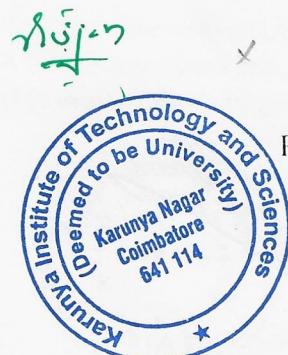
11.2 "Confidential Information" shall mean all data, technical know-how, trade secrets and other information related to the Technology(ies) disclosed or provided by KITS to BCIL. Notwithstanding the above, BCIL shall have no obligation hereunder to refrain from disclosing or using the following information:

- a) Information that is generally available to the public at the time of disclosure;
- b) Information that becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of BCIL;
- c) Information that has been independently developed by BCIL; and
- d) Information which is approved by KITS, in writing, for release.

11.3 BCIL agrees that while granting the Licence, BCIL will incorporate a suitable clause in the Licence Agreement (between BCIL and the Licensee(s)) providing for keeping confidential all the information disclosed to each Licensee(s). BCIL further agrees that this clause will outlive the MoA for a period of not less than 5 years from the date of signing the License Agreement.

12 ENTIRE AGREEMENT

This MoA shall be the sole instrument of the terms and conditions agreed to among the Parties and no amendment thereof shall take effect or be binding on BCIL or KITS unless such amendment(s) is/ are authorised jointly by KITS and the BCIL and is recorded in writing and signed by KITS and the BCIL.



13 NOTICES

All the notices required to be served on KITS or BCIL under the terms of this MoA shall be deemed to be duly served if the same shall have been delivered to, left with, or posted by registered mail to their respective present addresses as given below.

BCIL: Managing Director
BCIL, Anuvrat Bhawan, 5th Floor,
210, Deen Dayal Upadhyaya Marg,
New Delhi – 110 002

KITS: The Registrar
Karunya Institute of Technology and Sciences, Karunya
Nagar,
Coimbatore -641114, Tamil Nadu, India.

14 DISPUTE RESOLUTION AND GOVERNING LAW

14.1 In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this agreement or the validity or breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be resolved through Arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the Rules thereunder, as amended from time to time.

14.2 Each party shall appoint one arbitrator within 30 days of the initiation of arbitration proceedings by aggrieved party. If the parties are not agreeing to the appointed Arbitrators, or in case of difference of opinion between these two arbitrators, in such case, the arbitrators appointed by the parties shall jointly appoint a Sole Arbitrator. The arbitrators /or sole arbitrator, as the case may be, shall possess expertise in the subject matter of the dispute and be neutral and impartial. The decision / award given by the arbitrators or the sole arbitrator, shall be final and binding on both the parties. The venue of the arbitration and its conduct (preferably through video conferencing) shall be decided mutually by the arbitrators or the sole arbitrator, as the case may be.

14.3 All arbitration proceedings and information disclosed therein shall be kept confidential, except as necessary for enforcement or required by law. The arbitration proceedings shall be conducted in English language.

14.4 Each Party shall bear and pay its own cost of the arbitration proceedings, unless the Arbitrator otherwise decides in the Award.

14.5 The provisions of this Clause 14 shall not be frustrated, abrogated or become inoperative, notwithstanding this MoA expires or ceases to exist or is terminated or revoked or declared unlawful.



15 FORCE MAJEURE

Neither Party shall be liable for any failure to perform under this Agreement to the extent such failure to perform was caused in whole or in part due to any act of God, natural calamities, act of terrorism, biological or chemical contamination, war, governmental regulations, riots or labour strife. Provided that, in order to be excused from its failure to perform, an affected party must act diligently and use reasonable efforts to continue to perform, provide appropriate notices to the other party and/or resume performance as soon as possible.

IN WITNESS WHEREOF BCIL and KITS have executed these presents the day and year first above written

| For and on behalf of the BCIL | For and on behalf of KITS |
|---|--|
| <p>Dr. Purnima Sharma Managing Director</p> <p>Dr. PURNIMA SHARMA Managing Director Biotech Consortium India Limited 5th Floor, Anuvrat Bhawan 210, Deen Dayal Upadhyaya Marg New Delhi-110 002</p> <p>Date: <u>16.07.2024</u></p> | <p>Dr.R.Elijah Blessing Registrar</p> <p>Dr. R.Elijah Blessing Registrar, Karunya Institute of Technology and Sciences (Deemed to be University) Karunya Nagar, Coimbatore-641114</p> <p>Date: <u>08 July 2024</u></p> |
| <p>Witness</p> <p>Name: <u>Dr. Ayushi Aggarwal</u> Designation: <u>Senior BDM</u> Date: <u>16.07.2024</u></p> | <p>Witness</p> <p>Name: <u>Dr KRS Krishnan MTech PhD</u> Designation: <u>Director (Innovation, Incubation & Entrepreneurship)</u> Date: <u>Karunya Institute of Technology and Sciences</u> <u>(Deemed to be University)</u> <u>Karunya Nagar, Coimbatore - 641114</u></p> |
| <p>Witness</p> <p>Name: <u>Pancham Rathod</u> Designation: <u>Legal Manager</u> Date: <u>16.07.2024</u></p> <p><i>Rathod</i></p> | <p>Witness</p> <p>Name: _____ Designation: _____ Date: _____</p> |

ANNEXURE I

Fee for Technology Transfer Entrustment for the Year 2024-25*

| S.No. | Activity | Deliverables | Effort Estimate (in man-days) | Fee payable by KITS** |
|---|--|--|---------------------------------------|--|
| 1. | Technology Evaluation (Evaluation of technology from market, technical, IP, regulatory perspectives to understand potential for licensing and commercialisation) | Technology Evaluation Report comprising: ● Overview of technical strength, IP, and market strength ● Recommendations regarding the suitability of the technology Transfer | 5 days | INR 25,000 |
| 2. | ● Technology packaging ● Identification of Potential Licensees ● Drafting of appropriate Agreements ● Negotiation and Execution of Agreements ● Post Transfer Monitoring | ● Technology Brochure ● Agreements such as Non-Disclosure Agreement, Material Transfer Agreement, and License Agreement ● Periodic updates regarding the progress of the technology ● Royalty payments, as applicable | Depending upon the type of Technology | 30% of the fee collected (Upfront and Royalties) on the successful transfer of the technology or collaboration/ joint development. |
| Other Activities (undertaken as independent assignments) | | | | |
| 3. | Registration of Startup (Incorporating business in Limited Liability Partnership or a Private Limited company or a Firm) | | 3 days | INR 15,000 |
| 4. | Drafting of a Non-Disclosure Agreement (NDA)/ Material Transfer Agreement (MTA) | | 1 day | INR 3000 |

*Subject to nominal revision on an annual basis to cover the cost of inflation

** Exclusive of taxes as applicable



ANNEXURE II

Fee Structure for IP management activities for the Year 2024-25*

IP Assessment

Cost estimate – Rs. 5,000/ manday**

| S.No. | Activity | Effort Estimate (in mandays) |
|-------|---|---------------------------------|
| 1. | Assessment of existing IP (per patent) <ul style="list-style-type: none"> • Strength of claims • Unique Selling Point (USP) vis-a-vis current global technology scenario • Recommend for maintenance/ abandonment | 2 mandays |
| 2. | Freedom to Operate Search <ul style="list-style-type: none"> • Assessment of overlapping active patents in the proposed markets (countries) • Mapping of claims and key features • Observations and recommendations | Based on scope |
| 3. | Patent Landscape Analysis <ul style="list-style-type: none"> • White space mapping in a technology area • Assessment of all patents based on a customised taxonomy created for the technology • Reporting trends and insights such as patent filing trends, key patent owners working in the area, marketed products, etc. | Based on scope |

* Exclusive of applicable taxes

**Total cost estimate to be proposed based on scope of assignment on case to case basis and prior approval sought from KITS



28/12/2023