

This **MEMORANDUM OF UNDERSTANDING** (*hereinafter referred to as "MoU"*) is executed on this day of November, at Surat

BY AND BETWEEN

SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY, an educational institute, established under the Institutions of National Importance, Govt of India and having office at Ichchanath, Surat – 395007, Gujarat, India (*hereinafter referred to as 'SVNIT', which expression shall, unless repugnant to its subject or the context, mean and include its affiliates, group companies/institute, subsidiaries, successors and permitted assigns*) of the **FIRST PART**

AND

SAHAJANAND MEDICAL TECHNOLOGIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Wakhariawadi, Near Dabholi Char Rasta, Ved Road, Surat – 395004, Gujarat, India (*hereinafter referred to as 'SMT,' which expression shall, unless repugnant to its subject or the context, mean and include its affiliates, group companies, subsidiaries, successors and permitted assigns*) of the **OTHER PART**.

SVNIT and SMT shall, unless the context otherwise requires, hereinafter be referred to individually as 'Party' and collectively as the 'Parties'.

WHEREAS:

- a) SVNIT and its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy; and
- b) SMT is engaged in research, design and development, consultancy, manufacturing and marketing in the field of implantable medical devices including minimally invasive coronary and vascular stent systems and related fields; and
- c) Bo the SVNIT and SMT, now (i) recognizing the importance of research and development in the areas of implantable medical devices including minimally invasive coronary and vascular stent systems, etc., (ii) appreciating the need for

creation of large reservoir of highly qualified manpower in the fields related to implantable medical devices including minimally invasive coronary, etc., and (iii) desiring to club their efforts by pooling their expertise and resources; and

- d) Both SVNIT and SMT intend to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on implantable medical devices including minimally invasive coronary stent systems and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made here in and of good and valuable consideration, the receipt and sufficiency of which both SVNIT and SMT hereby acknowledge and hereby agree to enter in to this MoU.

ARTICLE-I: SCOPE OF THE MOU

This MoU details the modalities and general conditions regarding collaboration between SVNIT and SMT for enhancing, within the country, the availability of highly qualified man power in the areas of implantable medical devices including minimally invasive coronary, without prejudice to prevailing rules and regulations in SVNIT and SMT without any disregard to any mechanism evolved and approved by the competent authorities under Government of India in so far as such mechanism applies to SVNIT and SMT. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTIONS:

Both SVNIT and SMT shall encourage interaction between the scientists, research fellows, faculty members and students of SVNIT, as well as personnel and research scholars of SMT, in the area of Mechanical, Mechatronics, Electronics and Chemical Engineering in respect of following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective Parties, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;

- c) Practical training of SVNIT students at SMT;
- d) Joint guidance of student projects/thesis in the areas of implantable medical devices including minimally invasive coronary stent systems and other areas of national interest at SVNIT by SMT on mutually agreeable terms as listed below:
 - i) The students will be allotted a Research Supervisor from SVNIT faculty members. A Research Scientist at SMT may be appointed a Co-research guide as per the rules of the respective Parties for a student Registered for Ph.D / M.Tech (Regular or Research) degree at SVNIT.
 - ii) The students will carry out part of their Ph.D. research work or M.Tech/B.Tech project at SVNIT and or at SMT depending on the nature of the work as per rules of the respective Parties depending on facilities and requirements.
 - iii) SMT personnel as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech.(Research) at SVNIT, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic **crieteria** of SVNIT.

ARTICLE-III: SHARING OF FACILITIES

- a) In order to promote academic and research interaction in the area, SVNIT and SMT shall make provisions to share their respective R&D facilities, laboratories, etc. as per the rules of the respective Parties.
- b) SVNIT and SMT shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department /section.
- c) SVNIT and SMT shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms of the respective parties.

ARTICLE-IV:CO-ORDINATIONAND FINANCIAL ARRANGEMENTS

- a) This programme activities between SVNIT and SMT shall be coordinated by a coordination committee appointed by Directors of both the Parties.
- b) Financial arrangements for this programme will be decided on a case-to-case basis and brought on record in each case after due approval from Director of both the parties.

ARTICLE-V : EFFECTIVEDATE AND DURATION

- a) This MOU shall be effective from the date of the MoU and shall be in force for a period of 5 (FIVE) years from the effective date.
- b) During the tenure, the MoU may be extended or terminated by prior written notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of both the parties including the students/faculty/scientists who have been admitted to pursue a programme under the MoU.

ARTICLE-VI:IPR

- a) Each party retains ownership of its pre-existing intellectual property (as of the Effective Date), including patents, trade secrets, know-how, inventions, creations, designs, methods, software, techniques, processes, and other intellectual property and technical information. Except as expressly set forth herein, nothing in this MoU shall be construed as granting either party any rights under or to any patents, know-how, or other rights of the other.
- b) If the outcome of a project results into an intellectual property shall be the property/rights of the SMT and SVNIT considering concerned research supervisors from both the Parties will be the corresponding inventor/author, on case to case basis and contribution, along with concerned students of SVNIT and personnel of SMT in any invention/publication resulting from the work. Neither party shall file any patent applications that disclose the disclosing party's Confidential Information or the use of such Confidential Information (either alone or in combination with other technology). The SMT and SVNIT shall decide mutually whether to file any application to secure intellectual

property including Patents, shall retain the Counsel and bear the cost and expense of to prepare, file, and prosecute such patent applications as may reasonably be required to provide protection for such inventions.

ARTICLE-VII:CONFIDENTIALITY

a) Confidential and Proprietary Information: The confidential and proprietary information (*hereinafter referred to as 'Information'*) shall mean any information which has been disclosed to the Receiving Party by the Disclosing Party pursuant to this MoU and which shall not have been revealed in the absence of this MoU, including but not be limited to products, specifications, standard operating procedures and processes, formulas, techniques, methods, computer programs, trade secrets, structures, drawings, other information relating to implantable medical devices including minimally invasive coronary stent systems and related fields know-how, ideas (including patentable ideas), inventions, unpublished patent applications, improvements, copyrightable materials, schematics, tooling and equipment, materials, compositions of matter, research and development samples, product development plans, management protocol, forecasts, strategies, customers, suppliers, regulatory strategies and other technical, non-technical, business, financial, marketing and merchandising information of each Party, as well as any information developed or derived therefrom. Such Information may also include the Information of affiliates, subsidiaries, sub-contractors, and collaborators of each party. Information shall also include information in whatever form whether disclosed orally or in writing. Information shall also include any information gained by the visit by one Party to any establishment of the other Party whether before or after this MoU is entered into, for the purpose of considering, advising in relation to or furthering the negotiations and any information derived from such information. Information shall be designated as such in writing at the time of disclosure, or within thirty (30) days after oral, visual, or electronic disclosure.

b) Not to Disclose or Utilize Information:

b.1 The Receiving Party understand that the Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort and expense. The Receiving Party therefore agrees to:

(i) maintain all Information in confidence and take all necessary precautions to protect said information, including, without

limitation, all precautions the Receiving Party normally employs with respect to its own confidential or proprietary Information;

- (ii) not disclose Information to any third party except to those employees, board members, scientific, technical other advisers, affiliates, consultants, collaborators, contractors or sub-contractors who have a need to know such Information for the Purpose set forth above and who are bound by restrictions on disclosure and use of such Information at least as restrictive as those set forth herein; and
- (iii) not utilise Information for any purpose other than the purpose as mentioned in MOU

b.2 The foregoing obligations of confidentiality shall not apply with respect to Information the Receiving Party can document:

- (i) is in the public domain at the time of disclosure or which thereafter enters the public domain, through no improper action or inaction by the Receiving Party; or
- (ii) was known to independently developed by or in the possession of Receiving Party prior to receipt of such Information from the Disclosing Party, as evidenced by written record; or
- (iii) was rightfully disclosed to the Receiving Party by a third party without restriction.

The burden of proof for the foregoing exceptions shall rest upon the receiving party and shall require clear and convincing evidence.

b.3 In the event a party become legally compelled to disclose any Information of the other party, such party will promptly consult with the other party as to the reason for such disclosure, will attempt to afford the other party a reasonable opportunity to obtain a protective order as to such Information, and will use reasonable efforts to obtain reliable assurance that such Information will be treated confidentially.

c) No License to Intellectual Property Rights: Except as expressly set forth herein, no right or license under any patent, trade secret or other intellectual property is granted to either party by this MoU or form the disclosure of any Information hereunder. This MoU does not transfer to either party any right to practice an invention of the other party, nor does this Agreement confer any rights or license upon the Receiving Party to any of Disclosing Party's intellectual

property. Any such transfer thereof will be expressly addressed in an independent agreement.

- d) Limitation on Use: Either Party may from time to time provide samples that embody one or more aspects of their respective proprietary technologies. Such samples shall be provided for evaluation purposes only and shall be considered Information whether or not marked as such. The Receiving Party agrees that it will NOT (a) employ any such samples for commercial purpose without the Disclosing Party's advance written approval, (b) file any patent applications that disclose the Disclosing Party's Information or the use of such Information (either alone or in combination with other technology), without the Disclosing Party's advance written approval, (c) make any commercial use of the Disclosing Party's Information, (d) attempt to reverse engineer, in whole or part, any such samples supplied by the Disclosing Party, or (e) publish or otherwise disclose the results of any evaluations of the Disclosing Party's Information without the Disclosing Party's prior review and advance written approval of all manuscripts or abstracts disclosing such results.
- e) Return of Documents containing Information: In the event that the completion of the program or termination/expiration of the MoU, or at any time upon demand by the Disclosing Party, the Receiving Party will turn over to the Disclosing Party, or at the opinion of the Disclosing Party, shall destroy all documents containing any information and any and all copies thereof and provide certification of such destruction to the Disclosing Party, provided the Receiving Party may keep one (1) copy of Disclosing Party's Information for archival purpose only. The Receiving Party agrees not to make any copies or duplicates of the Information except as otherwise expressly authorized by the Disclosing Party in writing or as necessary for the Purpose.
- f) The provisions of this Article – VII shall survive for five (5) years from the termination or expiration of this MOU.

ARTICLE VIII: INDEPENDENT CONTRACTORS

The parties enter into this MoU as, and shall remain, independent contractors with respect to one another. Nothing in this agreement shall create a partnership, joint venture, agency, or employment relationship between the parties.

ARTICLE-IX: ENTIRE AGREEMENT AND MODIFICATIONS

- a) This Agreement constitutes the entire understanding of the parties relating to the subject hereof and supersedes all other previous agreement and understandings, whether written or oral.
- b) This Agreement may be amended or modified only in writing signed by the duly authorized representatives of the respective parties.

ARTICLE-X: SEVERABILITY

If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

ARTICLE-XI : DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- a) All disputes and differences arising out or in connection with this MoU or touching upon any transactions under this MoU shall be in the first instance to be settled amicably by negotiation between the authorized representatives of both the parties failing which such disputes or differences shall be resolved through arbitration before a Sole Arbitrator to be appointed jointly by the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and/or statutory modifications thereof. The arbitration award shall be final and binding on both the parties. The venue of arbitration proceedings shall be in Surat. The language of the proceedings shall be in English.
- b) All claims regarding this MoU are governed by and construed in accordance with the laws of India, applicable to contracts wholly made, except for any choice or conflict of law. The Courts of Surat shall have exclusive jurisdiction, with respect to any dispute, actions or claims arising out of this MoU regardless of the

inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing.

ARTICLE-XII:MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.
- b) Both SVNIT and SMT shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

INWITNESS WHERE OF PARTIES HERE TO HAVE ENTERED INTO THIS MoU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

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Director
SVNIT, Surat
Date:

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Bhargav Kotadia
Director
SMT, Surat
Date:

Witness: 1
Signature:
Name:
Date:

Witness: 2
Signature:
Name:
Date: