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17 JUN 2022

TAGORE DENTAL COLLEGE & HOSPITAL
RATHINAMANGALAM, VANDALUR,
CHENNAI-600 127.

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Adyar, Chennai-600 020
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MEMORANDUM OF UNDERSTANDING

This Joint Agreement is executed on this 21st day of November, 2022 at Chennai

AMONGST

Crescent Innovation and Incubation Council (CIIC) (a Section-8 not-for profit company registered under Indian Companies Act 2013 and recognized Bionest Bio-Incubator by BIRAC, Department of Biotechnology, Govt of India having its establishment at Seethakathi Estate, Vandalur, Chennai, Tamil Nadu 600048(hereinafter referred to as "CIIC" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "CIIC") represented by its Registrar, of the FIRST PART,

Dr. C. J. VENKATA KRISHNAN, M.D.S., Ph.D.,
PRINCIPAL
TAGORE DENTAL COLLEGE & HOSPITAL
RATHINAMANGALAM, VANDALUR POST,
MELAKOTTAIYUR, CHENNAI-600 127.

AND

Tagore Dental College centre for research, Innovation and Entrepreneurship hereinafter referred to as "TDCCRIE" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "TDCCRIE" represented by its Chief Patron Prof.M.Mala,Chairperson & Trustee, Tagore Group of institutions of the SECOND PART.

AND

Simbioen Scientific Services and Labs A Private Limited Company. Hereinafter referred to as "Simbioen" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "Simbioen" represented by its CEO, Mr.K.K.Prasanth, of the THIRD PART.

WHEREAS, the parties agree and understand to work jointly, to promote learning, research and development, under the following terms:

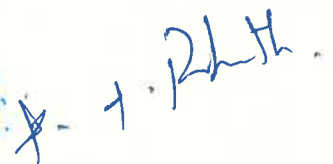
(1) Broad Objectives

This MoU is signed between the parties for the purpose of Collaboration at academic, research and development, commercialization levels that will encompass exchange of students, faculty, startups between the three organisations. In addition, active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following.

1. Joint research & development
2. Staff/ Student/ startup exchange
3. Facilities sharing platform
4. Funding support
5. Mentorship




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6. Market connects
7. Jointly organizing seminars, workshops, and events
8. Student internships
9. Conduct of community development programmes
10. Exchange and assessment of newly developed products by startups and incubatees in between the three parties.

(2) Joint Research & Development

The parties intend to pursue co-operation in research and development supporting the development of technical standards in the fields of including but not limited to healthcare, medical devices, bio-medical imaging, nanotechnology, targeted Drug-Delivery systems, energy and environment biotechnology, Clinical research and engineering design for medicine and other areas as mutually agreed.

The parties will meet regularly and as needed to discuss possible subjects for future cooperation, to review the state of current cooperative projects and the implementation of the joint cooperation on priority subjects.

The parties intend to enter into project-specific agreements for cooperative scientific and technical activities conducted pursuant to this MoU. Such agreements shall include detailed provisions for the conduct of research and other terms as appropriate.

(3) Facilities Sharing Platform

The parties agree to share their respective important R&D facilities in order to promote academic and research interaction on a mutually agreed terms for the purpose of this MoU.

Research Scholars and Teaching Faculty of the organisations will explore possibility of taking up collaborative research work and also apply for funding from national



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and international agencies, governments and other funding agencies with the approval of the respective Heads of Institutions.

That for collaborative research projects, publications, Intellectual Property Rights will be shared in proportion to the input by each Organization.

(4) Jointly organizing Seminars, Workshops, Conferences

Both the Organisations agree to hold/conduct whenever feasible, joint sponsored conferences, seminars, workshops, training programmes etc., participating members shall be treated to be on duty with the parent Institution for the period of such programmes.

The Host Organisation shall provide accommodation to the participating members from the visiting Organisation wherever feasible and necessary.

(5) Mode of Operation

One member from the CIIC, Simbioen Labs and TDCCRIE will be designated as the Single Point of Contact (SPOC) for the coordination role for all programmes organized. The present agreement will mainly facilitate the incubation of faculty & Students from Tagore Dental College and Hospital through TDCCRIE as incubates in the CIIC . This will be preceded by ideation and conversion of novel thoughts into products by the faculty after discussions at the TDCCRIE with research faculty and representative of Simbioen Labs. After thorough discussions, the project will be presented by the incubate through CIIC for funding from governmental agencies. If sanctioned , the incubate will make an agreement with TDCCRIE for the joint ownership of the intellectual property and funding that arises from the project. The incubate will also agree to pay a standard fee to CIIC for the incubation purpose on a monthly basis which can be deducted from the fund by CIIC before disbursal to the incubate. The fund disbursal from CIIC to the said incubate will only be through a cheque/ DD/online transfer into the joint account of the incubate and TDCCRIE. The



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research project will be performed by the incubate at CIIC(life sciences division) and Simbioen lab based on the availability of research facilities in either of the labs.The SPOCs shall be responsible for the preparation of the annual plan for approval of the Co-ordination Committee and the SPOC shall implement approved plan and promote cordial interaction between the Organizations.

(6) Budgetary Provision

There shall be budgetary provision in both the Organizations to meet the travel and contingency expenses in connection with the MoU. The Budget shall be administrated by the respective Heads of Organizations.

(7) Intellectual Property and Confidentiality

In respect of each project and programme of co-operation, the Organisation shall negotiate and mutually agree in writing on their respective rights to intellectual property of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).

Neither Organisation shall, at any time disclose to any third party any confidential information of the other Organisation which is acquired in the course of activities under this Memorandum, a collaborative project or programme, without the prior consent of the other Organisation in writing.

(8) Co-ordination Committee

Co-ordination Committee shall consist of the following members for coordination and monitoring the collaborative programmes between the Organisations:

Chief Executive Officer (CEO) & Director, CIIC

SPOC from CIIC: Mr.CN. Prem Kumar, General Manager, operations, CIIC

SPOC from TDCCRIE: Dr.C.J.Venkatakrishnan, Principal, Tagore Dental College and Hospital

SPOC from Simbioen: Mr.K.K.Prashanth, CEO, Simbioen Labs



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The Co-ordination Committee shall review the progress made in the previous academic year, approve the annual plan for cooperation activity from the following year, consider the addition/deletion of areas of co-operation between the Organisations and consider the continuance of the MoU.

(12) Amendment and Termination

This MoU shall be valid for a period of one year (1) from the date of its signing. During the period of its validity, the MoU can be amended at any time by mutual consent of both the Organisations. This MoU can be terminated by either of the Organisations by giving advance written notice of six (6) months and without jeopardizing the coursework or research of any of the students of either Organisation.

(13) Arbitration / Jurisdiction

Any dispute or differences arising out of interpretations of the clauses listed above shall be resolved by mutual consultation and if the mutual consultation fails, shall be settled as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Award of the Arbitration shall be final and binding on the parties to the MoU. In general, Courts in Chennai shall have the jurisdiction.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day, month and the year mentioned above.

Name

Mr. C.N.PREM KUMAR

General Manager, Operations

Crescent Innovation & Incubation

Council (CIIC)



21/10/22

Name

Prof.M.Mala

Chairperson & Trustee

Tagore Group of institutions

CHAIRPERSON
TAGORE DENTAL COLLEGE AND HOSPITAL
RATHINAMANGALAM, VANDALUR POST,
MELAKOTTAIYUR, CHENNAI-600 127.

Name

Dr.C.J.Venkatakrishnan

Principal,

Tagore Dental College and Hospital

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Name

Mr K.K.Prashanth

CEO, Simbioen Labs

K.K.Prashanth
21/11/22

Witnesses:

1.

S. BALAKOPAL, PROFESSOR
21/11/2022

2.

(Dr. Manoharan Shukla)
Group Advisor

3.

Balajim
(DR. BALAJI MADABUSHI)
ADJUNCT PROF - RESEARCH