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2895 CRESCENT INNOVATION & INCUBATION COUNCIL
Ch-600048

S. SARASWATHI
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L.C.No: 8228 / 96 / 95 DT. 16.4.1986
ADYAR, CHENNAI - 600 020
Cell : 9176650083

MEMORANDUM OF UNDERSTANDING

This Agreement is executed on this 15th day of March 2021, at Chennai

BETWEEN

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 CEO & Director, CIIC, of the FIRST PART.

AND

Tagore Group of Institutions (TGI) registration status (hereinafter referred to as "TGI" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "TGI" represented by the Chairperson, Managing Director-Trustee, Tagore Educational Trust, (Group of Institute as per the Annexure) of the SECOND PART.

CIIC and TGI are individually referred to as "Institute" and collectively as "Institutes".



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WHEREAS both 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 Institutes for the purpose of Academic Collaboration at academic levels that will encompass exchange of students and members of faculty between the two Institutes. 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.

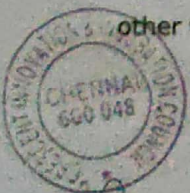
1. Joint research & development
2. Staff/ Student exchange/Deputation
3. Facilities sharing platform
4. Jointly organizing seminars, workshops, conferences and other academic activities
5. Student internship
6. Conduct of community development programmes
7. Exchange and assessment of newly developed products by startups and incubatees in between Crescent Innovation and Incubation Council (CIIC) and (Institute name), TGI.
8. Research Publications in peer-reviewed journals
9. Jointly organize, International conferences, presentations- collaborations

(2) Joint Research & Development

The Institutes 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 bio-technology, Clinical research and engineering design for medicine (any other studies can be included) and other areas as mutually agreed.

The Institutes 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 Institutes 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.



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(3) Staff Exchange / Deputation

Both Institutes agree to explore opportunities for staff exchange between each Institution. It includes exchange of technical information, reference data, exchange of visits etc.,

Both Institutes shall encourage teaching in lecture or laboratory environments, curriculum development, sharing of expertise and resources etc., Resource persons from either Institutes shall be paid Honoraria by the host Institute for lectures delivered at mutually agreed terms.

Both Institutes agree that whenever eminent scientists with specialization in the areas of co-operation visits at either Institutes will be encouraged to visit the other Institutes.

Host Institution shall not have any financial obligation to either the visiting academic staff or the Home Institute. If the visiting academic staff member falls sick/meets with accident, the Institutes agree that the Host Institute will provide the necessary first-aid measures. All costs associated with travel arrangements, accommodation and associated expenses shall be the responsibility of the participating academic staff/faculty/Research Scholar.

Both Institutes agree that the visiting academic staff shall retain his employee status within the Home Institution and will not generally be considered as an employee of the Host Institution. However, the visiting staff is expected to abide by the same rules as those for all the staff of the Host Institution and applicable rules from the Home Institution.

(4) Facilities Sharing Platform

The two Institutes 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 of both the Institutes are welcome to make use of the library resources/ Laboratories of each other and to have academic interaction with the Faculties.

Research Scholars and Teaching Faculty of both the Institutes will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies with the approval of the respective Heads of Institutions.



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

(5) Jointly organizing Seminars, Workshops, Conferences

Both the Institutes 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 Institute shall provide accommodation to the participating members from the visiting Institute wherever feasible and necessary.

(6) Students Internship

Students from one Institute may visit the other and complete an Internship for a period of 3 to 6 months, without any payments from either Institute, which may be assessed as per their project/course requirement at Home Institute.

(7) Conduct of Community Development Programme

Programmes for community development under the aegis of both the Institute such as health assistant training etc., shall be conducted. Usage of facilities shall be mutually worked out.

(8) Mode of Operation

One member from the CIIC and one from the TGI will be designated as the Single Point of Contact (SPOC) for the coordination role for all programmes organized.

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 Institutes.

(9) Budgetary Provision

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

(10) Intellectual Property and Confidentiality

In respect of each project and programme of co-operation, the Institute 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).



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

(11) Co-ordination Committee

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

Mr. M Parvez Alam, Chief Executive Officer (CEO) & Director, CIIC

SPOC from CIIC: **Mr.CN. Prem Kumar**, Incubation Manager, CIIC

Prof. Dr. M. Mala, PhD, Chairperson, Managing Director-Trustee
Tagore Educational Trust.

SPOC from TGI: Dr. Kumudha Lingaraj, MD, DA, Medical Director, Head of the Dept. of Anesthesiology, Tagore Medical College and Hospital, Chennai.

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 Institutes 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 Institutes. This MoU can be terminated by either of the Institutes by giving advance written notice of six (6) months and without jeopardizing the coursework or research of any of the students of either Institute.

(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.



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A handwritten signature in blue ink, appearing to be "Mr. CN. Prem Kumar".

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

Prof. Dr. M. Mala, PhD
Chairperson, Managing Director-Trustee
Tagore Educational Trust.

For Tagore Medical College & Hospital

[Signature]

15/03/21
Chairperson

Tagore Group of Institutions (TGI)

[Signature] 15/03/21
Mr. M. Parvez Alam
Chief Executive Officer (CEO) & Director

M. PARVEZ ALAM CEO
Crescent
Innovation & Incubation Council

**Crescent Innovation & Incubation
Council (CIIC)**

Witnesses:

1.

[Signature]
Dr. N. Gurusubrahmanian
Dean

2.

[Signature]
Dr. K. Sivaprasadarao
Medical Superintendent.

Witnesses:

1.

[Signature]
C.N. Prem Kumar

2.

[Signature]
NISHA MUKUND