

കേരളം കേരल KERALA

DW 285247

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made at Trivandrum on this the 23rd day of May 2023.

BETWEEN

National Institute of Technology Calicut, Kozhikode, established under a special act of Parliament, incorporated under (Act 29 of 2007), namely the NIT Act 2007 having its office at NIT Campus, Kozhikode P.O 673601, Kerala a registered represented by its **Director, Prof. Prasad Krishna**, hereinafter referred to as “NITC”, which expression shall include its executors, administrators, or assignees on the **FIRST PART**

AND

Kerala Medical Technology Consortium (KMTC), aflagship initiative of the Govt of Kerala, being incubated under Kerala Development & Innovation Strategic Council (KDISC),having its Administrative Office at Thiruvananthapuram,represented by its **Special Officer, Mr C Padmakumar**,hereinafter referredto as “KMTC”, which expression wherever the context means and requires will include its heirs, executors, assignees, and administrators on the **SECOND PART**.



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No. 3060 Rs. 100

Name..... Director NIT Calicut

Date..... Director NITC

CHATHAMANGALAM
S R O VENDER
V. PUSHPANGATHAN

[Handwritten signature]
22. 5. 2023





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In this MoU, NITC and KMTC shall be collectively referred to as the "Parties" and individually as a "Party" as the context may require.

NIT Calicut is an Institute of National importance and institute of higher education engaged in providing meaningful and quality education in engineering, science, and management while conducting original research of highest standard and to undertake major initiatives to assist in innovation promotion in the region,

WHEREAS, Government of Kerala has initiated Kerala Medical Technology Consortium (KMTC) with the following objectives:

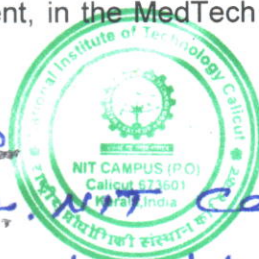
1. To make Kerala the top Medical Technology / Medical Devices hub in India by 2032,
2. To foster and promote vibrant, interactive and inclusive ecosystem of research, innovation and development activities in Medical Technology / Medical Devices and allied areas,
3. To facilitate and promote investments in and accelerate growth in manufacturing of Medical Technology / Medical Devices and ancillary equipment and supplies,
4. To develop, seed, support and mentor researchers, innovators and entrepreneurs, in the areas of Medical Technology / Medical Devices, across the State,
5. To improve the translation or conversion of existing, ongoing as well as future research and development, in the MedTech / Medical Devices space, from Laboratories and

NO. 3059 Rs. 100

Name Director NITC

Date

CHATHAMANGALAM
S R O VENDER
V. PUSHPANGATHAN



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Special Officer, KMTC



Director, NIT Calicut
Kozhikode, Chathamangalam

22.5.2023

Institutions to competitive products and effective solutions in the market, through improved commercialization and translation support,

6. To enable and catalyse value-adding, sustainable and deep interactions, collaborations and partnerships between research, academia, healthcare and industry in the MedTech / Medical Devices space,
7. To help healthcare providers and stakeholders in identifying, articulating and creating
 - a prioritized repository of critical unmet clinical needs, and support the industry, innovators, entrepreneurs and researchers in understanding, solving for and meeting these needs,
8. To help policymakers and Government, at the State level as well as Central level, in improving and formulating forward-looking, inclusive and equitable multi-stakeholder policies that bring about quality, cutting-edge solutions and sustainable growth in the MedTech / Medical Devices in the state, and that ultimately accelerate the journey towards a healthy community.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. OBJECTIVE OF THE MoU

The objective of this Memorandum of Understanding (MoU) is to establish meaningful and value-adding cooperation between NITC and KMTC through joint initiatives to promote innovations and entrepreneurship in 'Medical Technology / Medical Devices and allied areas' (hereinafter referred to as 'MedTech').

2. SCOPE OF THE MoU

NITC and KMTC have agreed to mutually support joint initiatives in the area of MedTech where

A. NITC shall

- a. identify and connect R&D initiatives and activities, innovators and researchers, expert faculty, students and start-ups in the MedTech space to KMTC for the creation of and interaction in the MedTech Ecosystem of the state of Kerala;
- b. provide access to the information available with the institution about its stakeholders, research and development, innovations, IPR, industry collaborations etc in the MedTech space;
- c. share and help compile comprehensive database/repository, by mapping out the entire testing, research and development infrastructure, relevant to the KMTC MedTech Ecosystem and stakeholders, available within its institution;


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- d. Extend, to KMTC MedTech Ecosystem and stakeholders, access to its special infrastructure across the different Faculties, Departments, Laboratories, Centres of Excellence etc which are part of / fall within the control of the institution;
 - e. encourage researchers and entrepreneurs/start-ups to come up with innovative, affordable, path-breaking and quality patient-centric MedTech solutions;
 - f. extend all possible support to MedTech start-ups recommended by KMTC, subject to eligibility and availability of resources.
- B. KMTC shall
- a. provide knowledge expertise, mentorship and industry interfaces for MedTech researchers, innovators and start-ups incubated / accelerated / supported by the various schemes and programs of NITC.
 - b. provide guidance and technical support to the NITC recommended MedTech researchers, innovators and start-ups for testing and validation, quality certifications, regulatory compliance aspects, clinical trials etc;
 - c. include and connect NITC, NITC recommended MedTech researchers, innovators and start-ups, to the KMTC MedTech Ecosystem, connecting healthcare providers & health institutions, researchers, academia, policymakers, regulators and industry professionals;
 - d. support the NITC, NITC recommended MedTech researchers, innovators and start-ups for their technology transfer / translation, industrial collaborations and business development opportunities, as may be required.
- C. Both the parties shall
- a. designate dedicated Points-of-Contact (PoC) / Representative to interface on day-to-day execution, communicate regularly and discuss opportunities and challenges in ongoing and upcoming activities related to this cooperation.
 - b. jointly organize and partner in events which promote translational research, innovation, development, partnership and collaboration, entrepreneurship, and manufacturing in the MedTech sector in the state.


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- c. strive to support each other's partners and stakeholders, in so far as it is permitted by their scope / mandate, towards achieving the objectives of this cooperation

3. FINANCIAL ARRANGEMENT

The financial arrangement to cover the expenses for the joint initiatives undertaken within the framework of this MoU will be mutually decided, and agreed upon, by the Parties on a case-by-case basis subject to the availability of funds and resources, in general financial terms will be 50%, unless otherwise specified.

4. GOVERNING LAW AND DISPUTE RESOLUTION

This MoU shall be governed by and construed in accordance with the laws of India. In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this MoU, such dispute or difference, shall be resolved amicably in good faith by mutual consultation. The Courts at Thiruvananthapuram, Kerala shall have exclusive Jurisdiction over any dispute arising in relation to this MoU.

5. FORCE MAJEURE

In no event shall the parties be responsible or liable to each other for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces beyond their control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the affected party shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances. If the condition continues beyond 3 months, then the MoU shall stand terminated.

6. EFFECTIVE DATE AND TENURE OF THE MoU

The MoU is effective from 23rd May 2023 and shall remain in force for two years from the above effective date. The MoU can be extended if agreed to by both the Parties in writing. The MoU can be terminated by either party by giving 30 days notice to the other party, in writing. The termination shall not relieve the parties from liabilities and responsibilities incurred during the tenure of this MoU, towards each other.

7. INTELLECTUAL PROPERTY RIGHTS


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a. Neither Party shall use the name, logo, emblem or trademarks of the other party, or any its subsidiaries, and/or affiliates, or any abbreviation thereof, except as set out in this MoU, without the express prior written approval of the other Party in each case, unless otherwise provided in any supplementary agreement between the Parties.

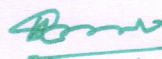
b. Both Parties, acknowledge that their respective logos and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status and reputation of their respective organizations.

c. The Parties hereby acknowledge that they are the sole and exclusive owners of their respective names, logos, emblems or trademarks.

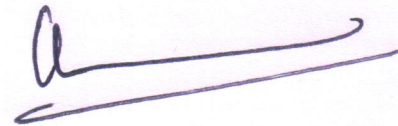
8. RELATIONSHIP

No relationship, other than that which is explicitly mentioned in this MoU is made between the Parties through this MoU. The Parties are not agents towards or of each other and hence no right in that respect exists between the Parties.

IN WITNESS WHEREOF the parties have signed and delivered this MoU on the day, month and year first above mentioned in the presence of the witnesses.


23 MAY 2025

Prof. Prasad Krishna
Director
National Institute of Technology
Calicut
Calicut, Kerala (NITC)

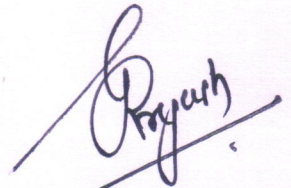


Mr. C Padmakumar
Special Officer
Kerala Medical Technology
Consortium (KMTC)



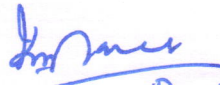
Witness 1

Dr. J. Sudhakumar




Witness 1

RESHESH C.R.
GENERAL MANAGER
(NAMEDWAY)
KMTC



Witness 2

Dr. Abdul Nazeer K.A.



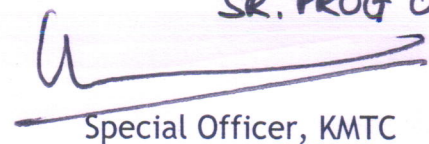
Witness 2

ROHIT PHILIP
SR. PROG CONSUL.
(KMTC)



Director NITC





Special Officer, KMTC