MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is entered into on this 1st day of October 2026, by and between:

Manipal Academy of Higher Education, an Institution of Eminence and Deemed to be University under Section 3 of the UGC Act, 1956, having its registered office at manipal.edu Building, Madhav Nagar, Manipal – 576104, Karnataka, on behalf of its constituent unit, **Manipal Institute of Virology (MIV)** 8QRV+77C, Madhav Nagar, Eshwar Nagar, Badagabettu, Karnataka 576104 (hereinafter collectively referred to as "**MAHE**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its administrator, successors-in-office, legal representatives, and permitted assigns) of the First Party.

AND

National Institute of Technology, Calicut, located at Kozhikode, Kerala, India, an institution of national importance established under the National Institutes of Technology, Science Education and Research Act, 2007, and having its principal office at NIT Campus (P.O.), Kozhikode, Kerala – 673601, hereinafter referred to as "**NITC**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrator, successors-in-office, legal representatives and permitted assigns) of the Second Party.

Each shall hereinafter individually be referred to as "**Party**" and collectively as "**Parties**".

Whereas –

A. MAHE is an Institution of Eminence and Deemed-to-be-University with extensive technical and professional expertise and facilities to provide education, training, and conduct research in various fields. Manipal Institute of Virology (MIV), an integral part of Manipal Academy of Higher Education (MAHE), is one of India's premier centres for virology research and diagnostics. Committed to global health security, MIV provides state-of-the-art diagnostic facilities for various viral diseases, supporting crucial public health services in disease surveillance and outbreak response. The laboratory holds a prestigious NABL accreditation (ISO 15189:2022), offering over 40 diagnostic tests under its scope.
B. National Institute of Technology, Calicut (NITC) is an institution of national importance, fully funded by the Government of India. The mandate of the Institute is to provide higher technical education and conduct research in the various branches of Science, Technology, Engineering, and Management.
C. The Parties desire to establish and promote a mutually beneficial academic collaboration for advancing cooperation in education, research and development, training, student and faculty exchange, and other mutually agreed academic activities, in accordance with the terms and conditions set forth herein.

Now Therefore, in consideration of the mutual promises hereinafter set forth, it is hereby agreed by and between the Parties hereto:

1. Purpose and Scope of the MoU:

1.1. This MoU shall establish the criteria under which Parties shall carry out joint collaborative activities in areas of mutual interest.

1.2. This shall be a non-binding MoU. All proposed projects/activities contemplated under/arising from this MoU and its related financials shall be implemented as specific agreements of collaboration after they have been agreed upon, in writing, by the authorized representatives of both Parties.

2. Scope of Activities:

2.1. The Parties agree to pursue the following areas of collaboration, in areas of mutually interest:

a. Collaborative Scientific Research activities: The Parties may engage in joint scientific research with the exchange of scholarly information, including research papers, sharing of authorships from publications from collaborative projects and joint projects, wherever possible and appropriate.

b. Student and Faculty Exchange: Mutual participation in academic and research programs, including student exchanges, internships, hackathons and joint student forums will be encouraged.

c. Joint Events and Curriculum: The Parties may jointly organize conferences, workshops and training programs, and explore the development of new academic courses aligned with industry needs.

d. Faculty Engagement and Supervision: The Parties may encourage co-guidance and joint evaluation of postgraduate and PhD research work.

e. Any other mutually agreed-upon activities that promote the academic, research, and professional interests of both Parties, subject to formal approval on a case-by-case basis.

2.2. The Parties shall carry out all activities undertaken under this MoU in accordance with appropriate laws and regulations applicable to them.

3. Confidentiality and Data Protection:

3.1. For the purposes of this MoU, "Confidential Information" means all information, whether written, oral, electronic, or in any other form, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), which is designated as confidential or which, by its nature or the circumstances of disclosure, would reasonably be understood to be confidential.

3.2. The Receiving Party and/or its directors, officers, employees, agents and professional advisors, who have access to such Confidential Information shall use it to fulfill its obligations under this MoU and shall not disclose it to any third-party without the Disclosing Party's prior written consent. Upon expiry or termination of this MoU, the Receiving Party shall promptly return or, upon request, destroy all Confidential Information, including all copies and related materials, and provide a written confirmation of their compliance.

3.3. The Parties shall implement, to the extent applicable, appropriate measures to ensure the security and confidentiality of the personal data and information of the other Party, its students/employees, agents and representatives obtained during the term of this MoU and shall be bound by all the relevant laws and regulations that are intended to protect data and personal information, including but not limited to Digital Personal Data Protection Act, 2023.

4. Intellectual Property Rights:

4.1. The Parties shall adhere to the applicable intellectual property laws. Each Party shall retain all rights, title, and interest in and to its respective pre-existing intellectual property, including any intellectual property owned or independently developed by such Party prior to or outside the scope of this MoU ("Background IP"). Nothing contained herein shall be construed as granting, transferring or assigning any ownership rights in the Party's background IP to the other Party, except to the limited extent expressly agreed in writing.

4.2. Any Intellectual Property developed or generated pursuant to this collaboration shall be jointly discussed by the Parties, and the ownership, usage, protection, commercialization and related rights and obligations shall be determined by mutual agreement under a separate written agreement.

4.3. Each Party shall have the right to publish, present or otherwise use the results and findings arising from the collaboration, either jointly or separately, in journals, theses, dissertations, conferences, academic forums, or other publications ("Publication"). Both Parties' affiliations shall be appropriately acknowledged in such Publications, subject to mutual agreement of both Parties.

5. Indemnity and Limitation of Liability:

5.1. Each Party ("Indemnifying Party") hereby irrevocably and unconditionally agrees to indemnify and hold the other Party ("Indemnified Party"), its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs, claims, or the like (collectively "Loss") which may be suffered or incurred directly, including but not limited to any claim by a third party, by Indemnified Party as a result of: (i) any misrepresentation or material breach of any representation or warranty made by the Indemnifying Party in this MoU; or (ii) non-fulfilment of or failure to perform any of the binding obligations under this MoU; or (iii) violation of confidentiality and intellectual property rights of the Indemnified Party; or (iv) violation of any applicable laws.

5.2. Except for loss or damages caused through proven gross negligence or wilful default, the Parties shall have no liability to each other hereunder.

6. Governing Law and Dispute Resolution:

6.1. This MoU is governed by and shall be construed in accordance with the laws of India. Subject to arbitration, the Parties submit to the exclusive jurisdiction of the courts in Kozhikode for the purposes of seeking interim reliefs and enforcing awards to the extent necessary.

6.2. Any dispute arising out of or in connection with this MoU shall first be attempted to be resolved amicably between the Parties within thirty (30) days from the date on which either Party notifies the other of the dispute, failing which the dispute shall be referred to arbitration by a sole arbitrator mutually appointed by the Parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. The Arbitration shall be held in Kozhikode, the proceedings shall be conducted in English, and the arbitral award shall be final and binding on the Parties.

7. Term and Termination:

7.1. This MoU shall be valid for a period of **five (5) years** from **1st October 2026** ("Term") unless terminated by either Party in accordance with the provisions of this MoU. Unless renewed in

writing, this MoU shall automatically terminate upon expiry.

7.2. Either Party may terminate this MoU, without assigning any reason, by giving the other Party one (1) month's written notice.

7.3. The expiration of the term or early termination of this MoU, as provided herein, shall not affect any ongoing activity that has commenced pursuant to a specific agreement.

8. Miscellaneous:

8.1. Relationship between the Parties: This MoU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees or agents against the other Party, its officers, employees or agents.

8.2. Representations and Warranties: Each Party represents and warrants that it has the full right, power and authority to enter into this MoU and to perform its obligations hereunder. Each authorized signatory further represents and warrants that they have the necessary authorization to execute this MoU on behalf of their respective Party.

8.3. Entire Agreement: This MoU constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes all other agreements, written or oral, between the Parties with respect to the subject matter hereof.

8.4. Non-Exclusivity: This MoU is non-exclusive, and nothing herein shall prohibit or restrict either Party from entering into the same or similar relationships with any third party.

8.5. Assignment: Neither Party may assign or transfer this MoU, or any rights or obligations under this MoU, without the prior written consent of the other Party.

8.6. Amendment: No amendment to or modification of this MoU, in whole or in part, shall be valid or binding unless it is in writing and executed by the authorized representatives of both Parties.

8.7. Notices: All communication and/or notices to be served under this MoU shall be in writing and shall be sent by post/courier and also by email to the address of each Party mentioned herein. Any change in the address of either Party shall be communicated to the other within fifteen (15) days of such change, failing which the notice addressed to the last known address shall be deemed valid service.

MAHE:	NITC:
Attn: Registrar, MAHE Manipal Address: Manipal Academy of Higher Education, manipal.edu Building, Madhav Nagar, Manipal – 576104, Karnataka Email: registrar@manipal.edu With cc to: legal.mahe@manipal.edu	Attn: Registrar, NIT Calicut Address: National Institute of Technology, Calicut, NIT campus PO, Kozhikode, Kerala – 673601 Email: registrar@nitc.ac.in With cc to: drsuchithratv@nitc.ac.in

8.8. Waiver: The failure or delay by either Party in exercising any right, power, or remedy under this MoU shall not constitute a waiver thereof, nor shall it preclude such Party from exercising the same at any time in the future.

8.9. Severability: If any provision of this MoU is found to be void or unenforceable, such provision will be struck out or modified, but only to the extent necessary to comply with the law, and the remainder of this MoU will remain in full force and will not be terminated.

8.10. Survival: Any provisions of this MoU which, by their nature, are intended to survive the expiry or

termination of this MoU shall continue in full force and effect, including, without limitation, provisions relating to the obligations of the Parties, confidentiality, indemnity, liability and notices.

8.11. Press Releases and Publicity: Neither Party shall issue any press release, make any public announcement, or publish any information relating to the subject matter of this MoU without the prior written consent of the other Party. The contents of any such release or announcement shall also be subject to the prior written approval of the other Party before publication or dissemination. The Parties shall not distort the logo, copyright, trademark or brand image of the other Party for publicity or press release and shall use the rights granted herein diligently.

8.12. Execution: This MoU may be executed in any number of counterparts, all of which, together, will constitute one and the same document, executed either electronically or physically, as per the Parties' mutual convenience. If the Parties choose to sign this MoU electronically/digitally, such electronically/digitally signed MoU shall be valid and binding as if it had been physically signed by the Parties.

In Witness Whereof, the Parties hereto have caused this MoU to be executed, as on the date first written hereinabove, through their duly authorized representatives.

Signed for and on behalf of
Manipal Academy of Higher Education

Authorized Signatory
Name: Dr. P. Giridhar Kini
Designation: Registrar, MAHE Manipal

Signed for and on behalf of
National Institute of Technology, Calicut

Dr.C.Periasamy (Oct 29, 2026 15:00:23 GMT+5.5)

Authorized Signatory
Name: Dr. C. Periasamy
Designation: Registrar, NIT Calicut

Witness:

Name: Dr. Sreekanth Gopinathan Pillai
Designation: Associate Professor, MIV Manipal

Name: Dr. Suchithra T V
Designation: Professor (NITC)