



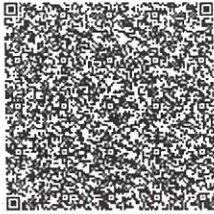
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

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 Unique Doc. Reference : SUBIN-KAKA-SELF57364856465073W
 Purchased by : NIT CALICUT
 Description of Document : Article 4 Affidavit
 Property Description : MEMORANDUM OF UNDERSTANDING BETWEEN EKLAKSHYA ACADEMY LLP HUBBALLI AND NIT CALICUT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : EKLAKSHYA ACADEMY LLP HUBBALLI
 Second Party : NATIONAL INSTITUTE OF TECHNOLOGY CALICUT
 Stamp Duty Paid By : NATIONAL INSTITUTE OF TECHNOLOGY CALICUT
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



SELF PRINTED CERTIFICATE
TO BE VERIFIED BY THE RECIPIENT

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Research Collaboration is entered into on the 04/03/2024 ("Effective Date") by and between ekLakshya Academy LLP, Hubballi herein after referred to as "ekLakshya", an Indian Non-Government Company focused on training consultancy and research in technology and behavioural sciences and development of technology solutions for the same and National Institute of Technology Calicut herein after referred to as "NITC", an Institution of national importance under Government of India, Ministry of Education (MoE), actively involved in higher technical education and research.

Pooja

[Signature]

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at 'www.shoelstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the authenticity of the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

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PURPOSE: The purpose of this Research Collaboration is to establish a mutual framework governing the respective organizational relationships, responsibilities and activities between the parties. This agreement is for Joint research in the area of Retinal Image Analysis and development in Tele-Ophthalmology projects including early detection, easier diagnosis, follow up, training and management of diseases of Retina. The main focus will be on the development of algorithms and software at NITC that includes image processing algorithms, Specialized viewers, Reporting or classifying modules and Decision analysis algorithms which will assist doctors in early detection of various retinal diseases such as Retinopathy of prematurity (ROP), a potentially blinding disorder of the retina of premature infants. Other modalities and disease studies may be added based on mutual consent and research opportunities that may be identified.

1. BACKGROUND:

ekLakshya Academy LLP is an Indian Non-Government Company located at Hubballi, Karnataka. ekLakshya is focused on training consultancy and research in technology and behavioural sciences and development of technology solutions for the same. Ms.Poornima is CEO of ekLakshya and is responsible for strategy and development of technology solutions. She has over 30 years of experience in product and business development.

National Institute of Technology Calicut (NITC), is one of the National Institutes of Technology established by the Government of India for imparting high standard technical education at the degree and postgraduate levels to students from all over the country. The campus is situated at Chathamangalam, 22 kilometres (14 miles) north east of Kozhikode.

The Department of Electronics and Communication Engineering of NITC imparts high quality technical education by offering undergraduate, graduate and research programs in the domain of electronics and communication engineering and is actively involved in biomedical signal processing research.


Director/CEO
ekLakshya Academy LLP




Chairperson, CIIR
NITC

NITC

2. RESEARCH COLLABORATION:

Scope of research collaboration: This agreement is for Joint research and development in Tele-Ophthalmology projects including early detection, easier diagnosis, Training, follow up and management of diseases of Retina including automatic detection of Retinopathy of prematurity (ROP) a potentially blinding disorder of the retina of neonatal infants using the expertise and resources at NITC. PIs and Co-PIs will be selected depending on the research area. Research work will be executed at NITC. ekLakshya will bring in domain expertise in area of tele-ophthalmology clinical workflows and image based decision support.

3. MANPOWER AND RESOURCE:

Each party will perform its responsibilities from the resources available from each institute.

4. APPLICABLE LAWS:

The applicable statutes, regulations, directives and procedures of the respective institution shall govern this agreement and all documents and actions pursuant to it. Unless otherwise required by law, all work undertaken by ekLakshya and NITC shall be governed by the policies and procedures by the respective institutions.


Director/CEO
ekLakshya Academy LLP






Chairperson, CIIR

NITC

5. DISPUTE RESOLUTION AND ARBITRATION:

Should there be any difference of opinion between the parties or if any dispute arises as to any of the matters provided for in the agreement, the parties shall endeavor to settle such differences and / or disputes in an amicable manner through mutual consultation.

In case such differences or disputes cannot be mutually settled, the matter shall be decided by arbitration held in Thiruvananthapuram in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or corresponding legislation in force for the time being and the award made by competent authority, shall be final and binding on the parties.

6. WARRANTIES:


Both parties in no way guarantee research service performed pursuant to this agreement and make no warranties express or implied, regarding the quality of product produced under this agreement.

7. RECORDS:

During the term of this agreement and for a period of five years thereafter, the developing party shall keep complete and accurate records pertaining to the results and other details. Where permitted by applicable law, ekLakshya shall provide and NITC shall be permitted to retain a copy of the results of any analysis from the research projects and vice-versa in a de-identified format for academic, non-commercial use only.

8. CONFIDENTIALITY:

A party in receipt of confidential information from other party must not use or disclose to other party's confidential information without that other party's prior written consent other than (i) for the purpose of carrying out this agreement, provided any disclosure is only to such of the receiving party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this agreement or (ii) as required by law. Neither party


Director/CEO
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may make any public announcement in relation to this agreement without first obtaining the approval of the other party; provided that either party may disclose the existence of this Research Collaboration and the title of the projects in its customary reports.

Confidential information means all proprietary information (in whatever form) marked as "confidential" and disclosed by one party to other, whether before or after the effective date of this agreement, but excludes information which (a) is or becomes public knowledge other than through a breach of this agreement, (b) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure, (c) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential,.


Each party shall not use any name, logo, trade name, trade mark, service mark or symbol associated with the other party in any publicity without the prior written consent of the other party.

9. REPORTS AND PUBLICATIONS:


Publications in the forms of research articles in scientific journals will be made from time to time as appropriate. Submission of research papers to journals will be made at any time when fruitful results are obtained. Joint Publications will be made and authorship of the publication shall be decided by the principal investigators, Ms. Poornima (ekLakshya), Dr. Sreelekha G. (NITC) and Dr. P.S. Sathidevi (NITC).

10. IP OWNERSHIP:

For all Intellectual Property jointly made, developed, or conceived, each party shall jointly own all Intellectual Property rights. Each party shall fully disclose to the other party all joint intellectual property, and shall identify and maintain records of joint intellectual property. A copy of all such records should be provided promptly to the other party. Such records shall be considered Confidential Information and are subject to Section 8 of this Agreement. For the commercialization of any jointly developed/owned technologies, the technology transfer (ToT) policy of the NITC will be applicable. Joint patent applications will be made and the submission of the patent shall be decided by the principal investigators, Ms. Poornima (ekLakshya), Dr. Sreelekha G. (NITC) and Dr. P.S. Sathidevi (NITC).


Director/CEO
eklakshya Academy LLP




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NITC

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11. NOTICES:

Any notices or communications provided for in this agreement made by either of the parties to the other shall be in writing, in English and shall be made by prepaid mail with return receipt addressed to the other at this address set forth below. Any such notice or communication may also be given by hand, or facsimile to the appropriate designation. Either party may specify an address to which notices or communications shall thereafter be sent.

Notices sent by mail, facsimile or cable shall be effective upon receipt and notices given by hand shall be effective when delivered.

If to ekLakshya**CEO**

ekLakshya Academy LLP
C-Lite Building,
KLE Tech University,
Hubballi, Karnataka 580030

If to NITC**Dr. Sreelekha G. (NITC) / Dr. P.S. Sathidevi (NITC).**

National Institute of Technology Calicut
NIT Campus P.0
Calicut- 673601
Kerala
India

12. MISCELLANEOUS:

- a. Other relationships or obligations. This agreement shall not affect any pre-existing or independent relationships or obligations between the parties.
- b. Survival. The provisions of this agreement that require performance after the expiration or termination of this agreement shall remain in force notwithstanding the expiration or termination of the agreement.

Director/CEO
ekLakshya



Chairperson, CIIR
NITC

c. Severability. If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force as unaffected to the fullest extent permitted by law and regulations.

d. This agreement shall be binding upon and inure to the benefit of the successor and permitted assigns of the parties; however, that any such permitted assignment or delegation shall not relieve the assigning party of its responsibilities for performance of this obligations under this agreement. Any assignment not in accordance with this agreement shall be void.

e. This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All of these counterparts will for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. A faxed or emailed PDF copy or photocopy of this agreement executed by a party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party.

13. AMENDMENT AND MODIFICATION:

This agreement may be amended or modified only by written, mutual agreement of the parties.

14. TERMINATION OF THE AGREEMENT:

Failure by either party to comply with any of the obligations herein contained shall entitle the other party to give the party in the default written notice requiring curing such default. If such default is not cured within 60 days after receipt of such written notice, the notifying party shall be entitled without prejudice to any of their other rights conferred on them by the agreement or by law, to terminate this agreement by giving written notice to take effect immediately. The right to either party to terminate this agreement shall not be affected in any way by any waiver of failure to take actions with respect to any previous default. Upon termination of this agreement, ekLakshya and NITC shall cease to have any right to use and practice of the know – how and the process gained from the other and shall return all documents and information received from the other related to the said know – how within such times as may be specified by ekLakshya and NITC.

Poojitha
Director/CEO
ekLakshya



[Signature]
Chairperson, CIIR
NITC

15. FORCE MAJEURE:


Except as hereinafter provided, no party hereto shall be liable for failure to perform as required by any provision of this agreement where such failure results from a cause beyond control of the parties such as acts of God, Government regulations, other acts of civil or military authorities, fire, flood, epidemic, quarantine, restrictions or / riots, delay in transporting and inability due to causes beyond control of such parties to obtain necessary labor, material and manufacturing facilities or strikes, lock-outs, or other concerted actions of the workman and any circumstances of whatsoever nature beyond the control of either party; provided that party claiming that the force majeure has affected its performance shall not give notice to the other party immediately, but not later than 15 days after becoming aware of the first occurrence of force majeure, giving full particulars of the case or event and the date to first occurrence thereof. Notwithstanding foregoing however if performance required by this agreement be delayed or prevented for more than three continuous months, either party may terminate this agreement by giving notice (either before or after expiration of such six months period) of its intent to terminate this agreement to the other party.

16. EFFECTIVE DATE:

This agreement becomes effective from the date on which the agreement is signed and will remain in force for a period of three years unless superseded, rescinded or modified by written, mutual agreement of both parties.

17. INDEMNITY:

Investigator shall indemnify and keep indemnified the Director NIT Calicut and all employees and officers of NIT Calicut of any liability, incidental or consequential to the studies and investigations which we will be undertaking by using the data and information that will be supplied by ekLakshya Academy LLP for the research and investigations from time to time under the MoU and the Agreement thereon.

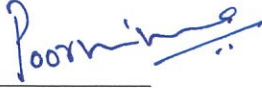

Director/CEO
ekLakshya




Chairperson, CIIR
NITC

18. ACCEPTANCE OF AGREEMENT:

For ekLakshya

**Ms. Poornima Mohanachandran**
CEOekLakshya Academy LLP
C-Lite Building,
KLE Tech University ,
Hubballi, Karnataka 580 030

For NITC


04/03/2024**Dr. Jose Mathew**
Chairperson, Centre for Industry
Institutional Relations (CIIR)
National Institute of Technology Calicut
NIT Campus P.O
Calicut-673601, Kerala**Chairperson, Centre for Industry Institutional Relations (CIIR)**
National Institute of Technology Calicut
Calicut , Kerala- 673601, India

Witness:

S Ravi
Ravi Subramanian
Partner, EkLakshya Academy

Witness:

1. Dr. P.S. Sathideen, Professor (HAG),
ECEEDSathideen P.S.
04/03/2024

2. Dr. Sreelekha G, Professor, ECEED


04/03/2024