



**MEMORANDUM OF AGREEMENT FOR COOPERATION**

**INDIAN INSTITUTE OF TECHNOLOGY  
(INDIAN SCHOOL OF MINES), DHANBAD**

**AND**

**AAROGYA AI**

## MEMORANDUM OF AGREEMENT FOR COOPERATION

This MEMORANDUM OF AGREEMENT FOR COOPERATION (here in after called "Agreement") is made and entered into this 1<sup>st</sup> day of October 2021 by and between:

**The Indian Institute of Technology (Indian School of Mines), Dhanbad** formerly known as Indian School of Mines duly organized under Indian Laws and having its main center at Dhanbad, Jharkhand — 826004, India, hereinafter called **IIT (ISM)** on one part

AND

**AarogyaAI** Full address (Website: <https://aarogya.ai>) (No. 677, 1<sup>st</sup> Floor, Suite 918, 13<sup>th</sup> Cross, 27<sup>th</sup> Main, HSR Layout, Sector-1, Bangalore-560102, Karnataka)

Here in after referred to individually as "Party" and collectively as the "Parties".

WHEREAS:

For the purpose this Agreement is to define the basis for cooperation between the Parties in Investigation, Testing and R&D related projects work, consultancy and contracting assignments within India.

- A. Whereas, in recent times Government of India has stressed on developing technologies for dealing with Coronavirus pandemic, Infectious diseases, Drug resistant TB, Biomedical Instruments, which requires a detailed study in Molecular Biology, Bioinformatics, Biotechnology, Data Management, Artificial intelligence and other techniques
- B. AarogyaAI and IIT (ISM) are interested to cooperate amongst each other in participating in research activity, innovation for unmet medical need.

### PARTIES TO THE MEMORANDUM OF AGREEMENT FOR COOPERATION

**IIT (ISM)** is a public engineering and research institution in India and is one of premier Educational and Research institute of India, that also offers degrees in various disciplines.

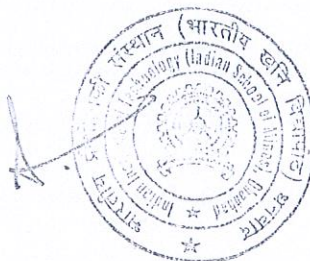
**AarogyaAI** a startup Biotech Company aims to diagnose drug-resistant tuberculosis (DR-TB) using Artificial Intelligence.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

#### 1 THE BASIS OF COOPERATION:

- 1.1 IIT (ISM) and AarogyaAI shall cooperate with each other in participating academic and research activities in the area of Drug Discovery, Bioinformatics, Artificial intelligence and Machine Learning in healthcare. In such identified research activities, jointly

*[Handwritten signature]*





tendered/awarded, the mode of cooperation shall be as per the Agreement mutually reached between Parties on case-to-case basis.

However, if one of the Parties in writing informs the other Party his unwillingness to participate with the other party in a particular project, the other Party will be free to associate with any other third Party or independently for tendering and execution of that particular project.

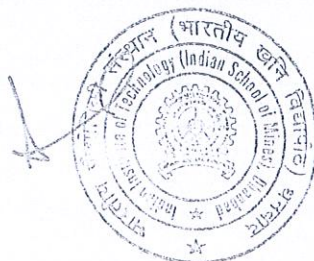
1.2 Both AarogyaAI Private Limited and IIT(ISM), DHANBAD shall encourage interaction between the Scientists, Faculties, Engineers and students of both the organizations through the following arrangements:

- a) Joint research projects with define objectives, time lines with deliverables
- b) Expert lectures from scientists of AarogyaAI Private Limited and vice-versa;
- c) Practical training of IIT(ISM), Dhanbad students at AarogyaAI
- d) Joint guidance of student projects/thesis in Chemical Science, Computer Science and Engineering, Biotechnology and other areas of national interest at IIT(ISM), Dhanbad and AarogyaAI on mutually agreeable terms as listed below:
  - i) The students of IIT(ISM), Dhanbad will carry out their M.Tech/B.Tech project/internship at AarogyaAI as per rules of the respective institute depending on facilities and requirements.
  - ii) AarogyaAI, as well as scientist, may also be allowed to enroll for their Ph D / M.Tech at IIT(ISM), Dhanbad, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of IIT(ISM), Dhanbad.
  - iii) The contents of the thesis will be reviewed by AarogyaAI and the publication of the results of the thesis may only be carried out after AarogyaAI's express written approval. Such publication, in any form, will be subject to the condition that all Intellectual Property Rights of any form relating to any part of the work done under this Agreement will exclusively be owned by AarogyaAI, unless decided otherwise by mutual consent.
  - iv) Both AarogyaAI and IIT(ISM), Dhanbad will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
  - v) Both parties will mutually assess the outcome of a project and only publish such outcome if the results are approved for publication after mutual agreement. If the outcome of a project results in the creation of any form of intellectual property, for which rights can be secured, such intellectual property will be owned exclusively by AarogyaAI.
  - vi) Research supervisors from both the Institutes will be the co-authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
  - vii) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.

## 2 EXPLORATIVE WORK

2.1 Immediately to start with, the parties shall identify projects of mutual interest.

MSD





- 2.2 To arrive at a consensus with regard to the scope division and the commensurate value offered by AarogyaAI, the clarification shall be sought through mail, Video conferencing or by holding on site meetings.
- 2.3 Based on the above, IIT (ISM) and AarogyaAI shall prepare a composite proposal taking into account of expenses to be incurred by them to submit it to concerned agencies under Govt of India/ State Govt./PSU/Private Companies and obtain necessary sanctions. AarogyaAI shall assist IIT ISM to provide necessary inputs to enable IIT ISM to prepare the Proposal.
- 2.4 To implement the jobs within agreed time schedule, both party will nominate contact person from each company /institution who shall be responsible for techno commercial of the project implementation.

### 3 EFFECTIVENESS OF THIS AGREEMENT AND SUSPENSION

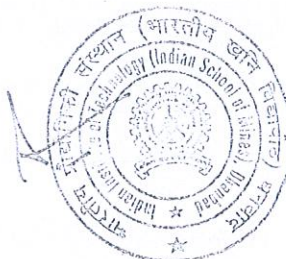
- 3.1 This Agreement shall become effective upon the date on which it has been signed by the Parties and shall be valid for a period of 3 (three) years or till occurrence of any of the following events.
- Termination by mutual agreement.
  - By substituting this Agreement with an Internal Agreement.
- 3.2 In the event of the other Party NOT fulfilling its obligation, the aggrieved Party may give the other Party a Notice of Termination but in the meantime, handle the abandoned assignment in the best way to avoid the disruption of the on-going activity and further deterioration/harm of the academic and research activity.
- 3.3 This Agreement may be extended by mutual consent in writing thereafter.

Unless Party indicates in writing on this Agreement that if this Agreement shall apply only to a specific division or location, this Agreement will apply to the Party's entire company or organization and any of its subdivisions, and all of their employees, consultants and independent contractors.

### 4 LIABILITIES

- 4.1 Each party to this Agreement shall be responsible for ensuring that its scope of work meets all terms and conditions that will be finally agreed upon in a contract based on each Project.
- 4.2 Force Majeure:
- If any performance or any obligations under the Agreement by any party is wholly or partly prevented by act of God, acts of Government, acts of public enemy, war, hostility, civil commotion, riot, sabotages, fire, floods, explosions, epidemics, strike and lawful lock-out and any other cause beyond the control of the party as per contract, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the Force Majeure, the period of Force Majeure shall be excluded accordingly.
  - If Force Majeure event(s) continue beyond the period of six months, the parties shall hold consultations to chalk out for further course of action.

*Pare*





- c. Neither party can claim any compensation from the other party on account of Force Majeure.
- d. Then the parties hereto shall consult each other promptly and in good faith with the object of minimizing the ensuing adverse effects on any of them and of enabling resumption of performance at the earliest opportunity.

## 5 CONFIDENTIALITY

- 5.1. Parties agree to keep confidential documents, data, report and other papers (collectively called "document") and information which are proprietary in nature exchanged between them to take all necessary care to prevent third parties, in any way whatsoever of such documentation and information, other than as required by law. The parties agree and understand that any damages resulting from improper disclosure or misuse of confidential information will be irreparable; therefore, the parties agree that the disclosing party will be entitled to seek any form of equitable relief, in addition to all other legal remedies, to prevent any improper disclosure or misuse of Confidential Information of the aggrieved Party. If such disclosure is irreversible, the disclosing party will have the right to recover any and all forms of damages caused due to such improper or unauthorized disclosure.
- 5.2. Without affecting respective obligations of each Party, the Confidentiality and Non-Use Obligations shall not apply to any information:
  - a. Which, at time of disclosure, is or was part of the public domain, or
  - b. Which becomes part of the public domain through no fault of either Party, or
  - c. Which either Party can show that said information was in its possession at the time of its first disclosure and, to the best of its knowledge, was not directly or indirectly acquired from the other Party or through a third Party under secrecy obligation to either Party, or
  - d. Which, after disclosure becomes available to either Party without obligation of confidence, from a third Party having the right to disclose same.

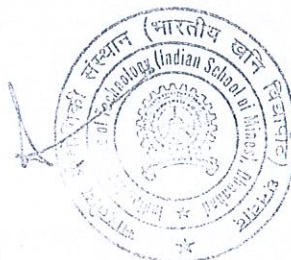
## 6 APPLICABLE LAW

- 6.1. This Agreement shall be governed by and construed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi. For the Projects to be executed under this Agreement, the applicable law and respective jurisdiction shall be discussed and agreed in accordance with the requirements for the Projects, and shall be incorporated in project specific agreements.
- 6.2. In case one or more provisions of the agreement shall be held to be invalid or illegal, such invalidity or illegality shall not affect any other provisions hereof

## 7 DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be mutually discussed and resolved.

## 8 MISCELLANEOUS



8.1 The language of this Agreement, any subsequent contracts between IIT (ISM) and AaroyaAI and any correspondence, data, drawing, etc. between the Parties shall be in English.

8.2 Either Party shall not (and shall assure that its partners, servants and agents shall not) represent itself (or themselves) as having authority to accept orders on behalf of other Party or otherwise commit other Party in any way without the express written or faxed authority from other Party to do so, in each case.

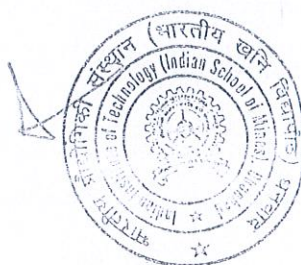
8.3 Either Party shall not bind each other in any legal or contractual capacity or pledge or support to pledge the credit capacity of other Party or incur any liability on behalf of other Party, unless prior written permission is obtained from other Party in such matters.

8.4 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Notices can be in non-electronic or electronic written forms and will take effect from receipt.

8.5 No modification or amendment to this Agreement shall be valid unless agreed in writing by both Parties.

The MoU signed will have no financial/legal obligations/binding on AaroyaAI or IIT(ISM). Unless a Party indicates in writing on this Agreement that if this Agreement shall apply only to a specific division or location, this Agreement will apply to the Party's entire company or organization and any of its subdivisions, and all of their employees and consultants. *The present MoU is to identify scope for collaboration, spell out rights and obligations, activities, finances, etc. This MoU shall be legally non-binding and merely records the intent of the parties to enter into a formal agreement.*

*Per*






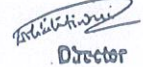
IN WITNESS WHERE OF, the Parties have entered into this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

**AUTHORISED SIGNATURE OF IIT(ISM)**

**AUTHORISED SIGNATURE OF  
AarogyaAI**

**For AAROGYAAI INNOVATIONS PVT LTD**

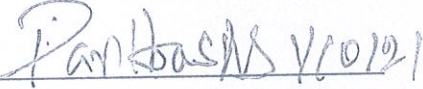
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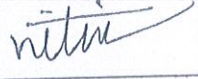
Signature  Director

Name Shakti Vaman  
Dean (Research & Development)  
Indian Institute of Technology  
(Indian School of Mines)  
Dhanbad - 826004 (INDIA)

Name: Avlokita Tiwari (Co-Founder and CTO)

**Witness:**

Signature  1/10/21

Signature 

Name PARTHASARATHI DAS Name: Dr. Nitin Agrawal