

## MEMORANDUM OF AGREEMENT FOR COOPERATION

This MEMORANDUM OF AGREEMENT FOR COOPERATION (here in after called "Agreement") is made and entered into this 25 day of 01 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

**R. R. Animal Health Care Limited** (Hyderabad) India, Plot No-49, Road Number 2, Bandlaguda, 50, Adarsh Nagar Colony Rd, Adarsh Nagar Colony, Nagole, Hyderabad, Telangana 500068(Tel.:+91-09440616346, Website: <http://www.rrahc.in>)

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.

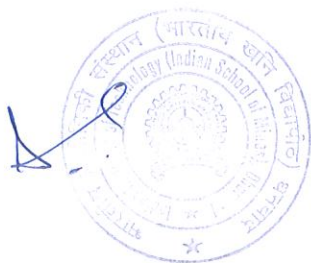
- A. Whereas, in recent times Government of India has stressed on developing technologies for tackling coronavirus pandemic, Biomedical Instruments, Disaster Management, Environmental Studies which requires a detailed study in electronics, instrumentation, biotechnology.
- B. **R. R. Animal Health Care Limited** and **IIT (ISM)** are interested to cooperate amongst each other in participating in field study, research activity, innovation.

### 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.

R. R. Animal Health Care Limited is a multidisciplinary consulting engineering company, providing services in Bio-security, Medical device sensors and other Analytical diagnostic devices.

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 R. R. Animal Health Care Limited shall cooperate with each other in participating research activities in the area of Biotechnology, Electronics, Medical & Clinical Instruments and Point-of-Care systems. In such identified research activities, jointly 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 IIT (ISM) and R. R. Animal Health Care Limited are both organized & established designing & consultancy organizations thus both the entities are free to execute their individual business for the projects which are beyond the scope of this agreement.

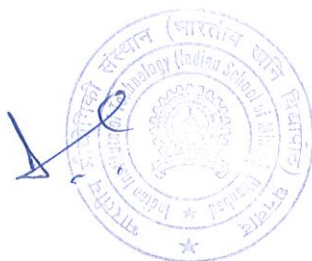
## 2 EXPLORATIVE WORK

- 2.1 Immediately to start with, the parties shall identify projects of mutual interest.
- 2.2 To arrive at a consensus with regard to the scope division and the commensurate value offered by **R. R. Animal Health Care Limited**, the clarification shall be sought through mail, Video conferencing or by holding meetings.
- 2.3 Based on the above, IIT (ISM) shall prepare a composite proposal taking into account of expenses to be incurred by them over and above of R. R. Animal Health Care Limited offer to submit it to concerned agencies under Govt of India/ State Govt./PSU/Private Companies and obtain necessary sanctions. R. R. Animal Health Care Limited 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.
  - a. By mutual agreement.
  - b. 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 activity/consultancy.
- 3.3 This Agreement may be extended by mutual consent in writing thereafter.

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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:

- a. 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.
- b. 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.
- 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

Parties agree to keep confidential documents, drawings, data 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.

4.3 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 in directly 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.

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## 6 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the Laws of India. For the Projects to be executed under this Agreement, the applicable law shall be discussed and agreed in accordance with the requirements for the Projects, and shall be incorporated in project specific agreement.

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 R.R. Animal Health Care Limited 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) is 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 R. R. Animal Health Care Limited or IIT(ISM) 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.



IN WITNESS WHEREOF, 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)**

Signature [Signature]

Name SHADIVAHAN

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

**Witness:**

Signature <sup>RKP</sup> [Signature]

Name prof. Rajeev Kumar Ranjan

**AUTHORISED SIGNATURE OF R. R. ANIMAL  
HEALTH CARE LIMITED**

Signature [Signature] For RR Animal Health Care Ltd. Director

Name Dr. Debashis Datta

**Witness:**

Signature A. Sushmitha

Name A. Sushmitha

[Signature]

