



सत्यमेव जयते

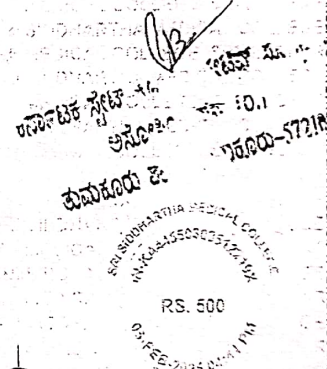
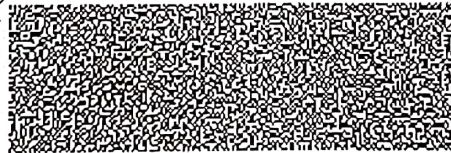
INDIA NON JUDICIAL

**Government of Karnataka**

Rs. 500

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 Certificate Issued Date : 05-Feb-2025 04:41 PM  
 Account Reference : NONACC (FI)/ kakscsa08/ TUMKUR1/ KA-TU  
 Unique Doc. Reference : SUBIN-KAKAKSCSA0822241614065072X  
 Purchased by : SRI SIDDHARTHA MEDICAL COLLEGE  
 Description of Document : Article 5(J) Agreement (in any other cases)  
 Property Description : MEMORANDUM OF UNDERSTANDING  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SRI SIDDHARTHA MEDICAL COLLEGE  
 Second Party : CHROMED BIOSCIENCES PVT LTD  
 Stamp Duty Paid By : SRI SIDDHARTHA MEDICAL COLLEGE  
 Stamp Duty Amount(Rs.) : 500  
 (Five Hundred only)



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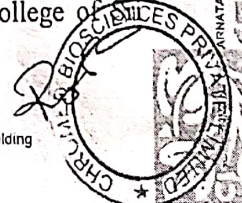
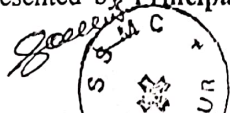
### MEMORANDUM OF UNDERSTANDING

This ANIMAL HOUSE AND ANIMALS' UTILIZATION FACILITY {THE MOU} is made and executed effective as of 13<sup>th</sup> February 2025 at Tumkur by and between:

**SRI SIDDHARTHA MEDICAL COLLEGE AND HOSPITAL** an entity incorporated under the applicable laws, having its registered office at #. Agalakote, B H Road, Tumkur - 572107, Represented by Principal, SSMCH, Tumkur and the constituent college of

#### Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
- 2 Any discrepancy in the details of this Certificate and as available on the website / Mobile App renders it invalid.
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Siddhartha Academy of Higher Education (SSAHE, Deemed to be University) an esteemed educational institution, as which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, legal representatives and permitted assigns). First Party

AND

Chromed Biosciences Pvt. Ltd., having its registered office located at KIADB Industrial Area, Hirehalli, Tumakuru - 572168, India (hereinafter referred to as "Chromed Biosciences"), which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, Legal representatives and permitted assigns). Second Party.

The Memorandum of Understanding (MOU) is

1. **Purpose:** This Memorandum of Understanding (MOU) is entered into by SSMCH and Chromed Biosciences to establish a collaborative framework for the utilization of animal house facilities at Chromed Biosciences by SSMCH for research and development purposes in compliance with applicable ethical and regulatory standards.

2. **Objectives**

The objectives of this MOU are:

- 2.1 To enable SSMCH to utilize the animal house facilities of Chromed Biosciences for preclinical studies and other research activities.
- 2.2 To ensure compliance with the guidelines of the Committee for the Purpose of Control and Supervision of Experiments on Animals (CPCSEA) and other relevant regulations.
- 2.3 To foster collaboration in areas of mutual interest related to biomedical and pharmaceutical research.

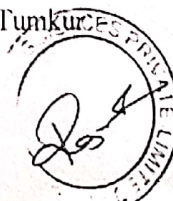
3. **Validity of the Agreement:**

This MOU is valid for Three Years from the date of signing the agreement

4. **Responsibilities of SSMCH, Tumkur**

Chromed Biosciences agrees to:

- 3.1 Provide access to its animal house facilities to SSMCH, Tumkur - 572107 for approved research activities.
- 3.2 Ensure that the animal house facilities are maintained in accordance with CPCSEA guidelines and other regulatory requirements.
- 3.3 Provide technical support and expertise to SSMCH, Tumkur - 572107, as required, for the proper utilization of the facilities.
- 3.4 Ensure the confidentiality of research data and findings of SSMCH, Tumkur - 572107.





## 5. Responsibilities of Chromed Biosciences

SSMCH agrees to:

- 4.1 Utilize the animal house facilities only for the purposes agreed upon and approved tests (**Annexure A & B**) by Chromed Biosciences and comply with relevant regulatory authorities' requirements.
- 4.2 Comply with all applicable ethical, regulatory, and institutional guidelines, including CPCSEA requirements.
- 4.3 Provide prior written notice of intended research activities and obtain necessary approvals before commencing any experiments.
- 4.4 Bear the costs associated with the utilization of the facilities, including maintenance charges, consumables, and other related expenses, as agreed upon.
- 4.5 Maintain the confidentiality of any information, protocols or data shared by Chromed Biosciences Pvt Ltd.

## 6. Research Activities

There are multiple avenues for collaboration between both organizations for research work. Some of them are,

- Students who are taking part in M.D, PhD program from the University and who are interested in doing their Animal research work in the field of *Biological, Behavioural and Basic Medical Sciences*, can work with Chromed Biosciences. The commercial arrangement for this will have to be agreed between the student and Chromed Biosciences.
- Staff or faculty of Chromed Biosciences who are interested in doing their PhD or post-doctoral studies can work with the University, as University has the required approvals and faculty to support such studies. The interested faculty members can get enrolled as per the University rules and regulations for their career advancement and conduct their research work at Chromed Biosciences.
- Postgraduate (PG) students can work with Chromed Biosciences for their research papers like projects, Dissertation for partial fulfilment university degree.
- Both parties can also work with other 3<sup>rd</sup> party research organizations or private organizations for collaborative research work. Details of such programs can be elaborated for each project, clearly outlining the roles, responsibilities and the budgets therein.
- Both the parties agreed to work and utilize, Bioanalytical testing facility with the necessary access to test the biological specimens, As at Sri Siddhartha Academy of Higher Education, designated as a Center of Excellence. However, any commercial exchequer arrangement for this will have to be agreed between the parties.



- Refer to the program specific Annexures A & B for working and other details.

The purpose is also to facilitate and create a pool of qualified job-ready resources, who will meet the industry-specific requirements of laboratory technologists, molecular sciences specialists or related disciplines and facilitate the research scholars to take the industry-relevant projects and come up with the innovative solutions/patents.

In line with the national priority of skill development for employability, this innovative model will help to address the issues of unemployment and fulfil the requirements of Industry.

## 7. Financial Terms

The financial terms, including utilization fees, maintenance charges, and payment schedules, shall be mutually agreed upon and documented in a separate agreement or Annexure C to this MOU.

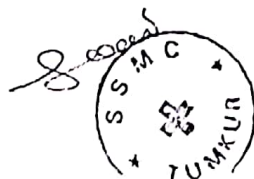
- For the candidates/fellows/students/participants identified and enrolled by SSMCH, the fee of utilization will be processed by SSMCH within 30 days from the date of enrolment.
- Applicable TDS will be deducted at the time of payment as per statutory requirements. However, if the university is able to produce a TDS exemption certificate issued by the IT department specifically mentioning Chromed Biosciences, TDS will not be deducted. In case TDS is deducted, the university may claim it from the IT department.
- The theory & practical's examination, workshop, CME programs or regarding hands-on experience training for the master's degree program and observer ship fee will be processed by the UNIVERSITY constituent college Sri Siddhartha Medical College, Tumkur within 30 days from the date of enrolment in the program.

## 8. Duration

This MOU shall be effective from the date of signing and remain in force for a period of three years, unless terminated earlier by either party with notice period of 30 days in written notice.

## 9. Intellectual Property Rights

During the term of this agreement, the possibilities of any IP being generated is rather limited as this is an academic exercise. In case, any IP is being generated, the concerned party shall discuss the same with the other party and execute a different and separate agreement for the IP rights sharing and ownership. Any generated IP without a different and separate agreement can be assumed to be shared between the 2 parties in the ratio of the effort that is put in to generate such specified IP.



## 10. Termination

Either party may terminate this MOU:

- 4.6 By providing written notice of termination as per the agreed notice period.
- 4.7 If there is a breach of any terms and conditions of this MOU by the other party.
- 4.8 By mutual consent of both parties.

## 11. Confidentiality

Both parties agree to maintain the confidentiality of all information, data and research findings shared under this MOU and shall not disclose the same to any third party without prior written consent of the other party.

## 12. Dispute Resolution

Any disputes arising out of or in connection with this MOU shall be resolved amicably through mutual discussions. If unresolved, the disputes shall be subject to arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the venue for arbitration shall be Tumkur, Karnataka, India.

## 13. Amendments

Any amendments to this MOU shall be made in writing and signed by authorized representatives of both parties.

## 14. Governing Law

This MOU shall be governed by and construed in accordance with the laws of India. In the event of any claim or dispute arising out of or in connection with this MoU, including any question regarding its validity or termination, the Parties agree that prior to initiating any legal action they shall use reasonable endeavours to resolve any dispute by good faith negotiations. Each Party's senior representatives shall meet within 14 (fourteen) days of a request by either Party at a mutually convenient location to try to resolve any such claim or dispute. If the senior representatives of the Parties are for any reason unable to resolve the claim or dispute within 21 (twenty-one) days of their first meeting, the Parties shall refer the claim or dispute to arbitration. The arbitration proceedings will be conducted by a single arbitrator, mutually appointed by the parties, in accordance with provisions of the Arbitration and Conciliation Act, 1996 and the rules of the Arbitration & Conciliation Centre – Bengaluru (Domestic & International) set up by the High Court of Karnataka. The arbitration will be held in Bengaluru, India. The language for arbitration shall be English. The courts at Bengaluru, India shall have exclusive jurisdiction with respect to any claim or dispute arising hereunder.




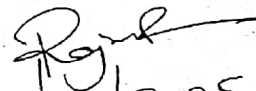
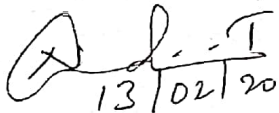
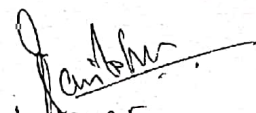


## 15. Indemnification

Each Party shall indemnify, defend and hold harmless the other Party, its affiliates, their respective officers, directors, shareholders, employees, successors and assigns from any and all third-party claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or related to such Party's: (i) actual or alleged breach of this Agreement; (ii) violation of law; or (iii) gross negligence or wilful misconduct.

## 16. Signatories

In witness whereof, the undersigned representatives of Sri Siddhartha Medical College Hospital and Chromed Biosciences Pvt. Ltd. have signed this Memorandum of Understanding on this dated 13<sup>th</sup> Jan 2025.

<b>For Sri Siddhartha Medical College</b> Name: Dr. MB. Sanikop Designation: Principal, SSMCH, Tumkur Signature:  Date: 13/02/25 Place: 13/02/25	<b>For Chromed Biosciences Pvt. Ltd.</b> Name: Dr. Rajesh R Designation: Manager Test facility Signature:  Date: 13/02/2025 Place: Tumkur.
<b>Witness</b> Name: DR. NANDINI. T Designation: PROFESSOR & HEAD Signature:  Date: 13/02/2025 Place: TUMKUR	<b>Witness</b> Name: Mr. Panikumar A. R. Designation: Senior Scientist Signature:  Date: 13/02/2025 Place: Tumkur



### **Annexure A: List of Approved Animal Experiments**

The following animal experiments are approved for utilization under this MOU, subject to necessary regulatory and ethical approvals:

#### **1. Toxicity Studies**

- Acute toxicity studies
- Sub-chronic toxicity studies
- Chronic toxicity studies

#### **2. Efficacy Studies**

- Evaluation of pharmacological activity of compounds
- Dose-response studies

#### **3. Disease Models**

- Induction and treatment of disease conditions in animal models (e.g., diabetes, cancer, arthritis)

#### **4. Pharmacokinetics and Pharmacodynamics**

- Drug absorption, distribution, metabolism, and excretion studies
- Mechanism of action studies

#### **5. Behavioural Studies**

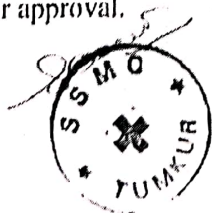
- Cognitive and memory function tests
- Stress and anxiety models

#### **6. Surgical Procedures**

- Minor and major surgical interventions for preclinical research

#### **7. Any other experiments as mutually agreed upon and approved by the Institutional Animal Ethics Committee (IAEC) and CPCSEA.**

The above experiments shall adhere strictly to CPCSEA guidelines, and no experiment shall be conducted without prior approval.



## **Annexure B: List of Approved Medical Device Testing**

The following medical device testing activities are approved for utilization under this MOU, subject to necessary regulatory and ethical approvals:

### **1. Biocompatibility Testing**

- Cytotoxicity testing
- Sensitization and irritation testing
- Implantation studies

### **2. Mechanical Testing**

- Durability and strength testing
- Wear and tear analysis

### **3. Functional Testing**

- Device efficacy and performance evaluation
- Compatibility with biological systems

### **4. Safety Testing**

- Electrical and thermal safety assessments
- Risk analysis for malfunction or failure

### **5. Validation Studies**

- Sterilization validation
- Shelf-life and stability studies

### **6. Animal Implant Studies**

- Preclinical evaluation of implantable devices
- Long-term biocompatibility and safety studies

### **7. Any other testing as mutually agreed upon and approved by the Institutional Ethics Committee (IEC) and relevant regulatory authorities.**

The above testing activities shall comply strictly with applicable standards and guidelines, and no testing shall be conducted without prior approval.

