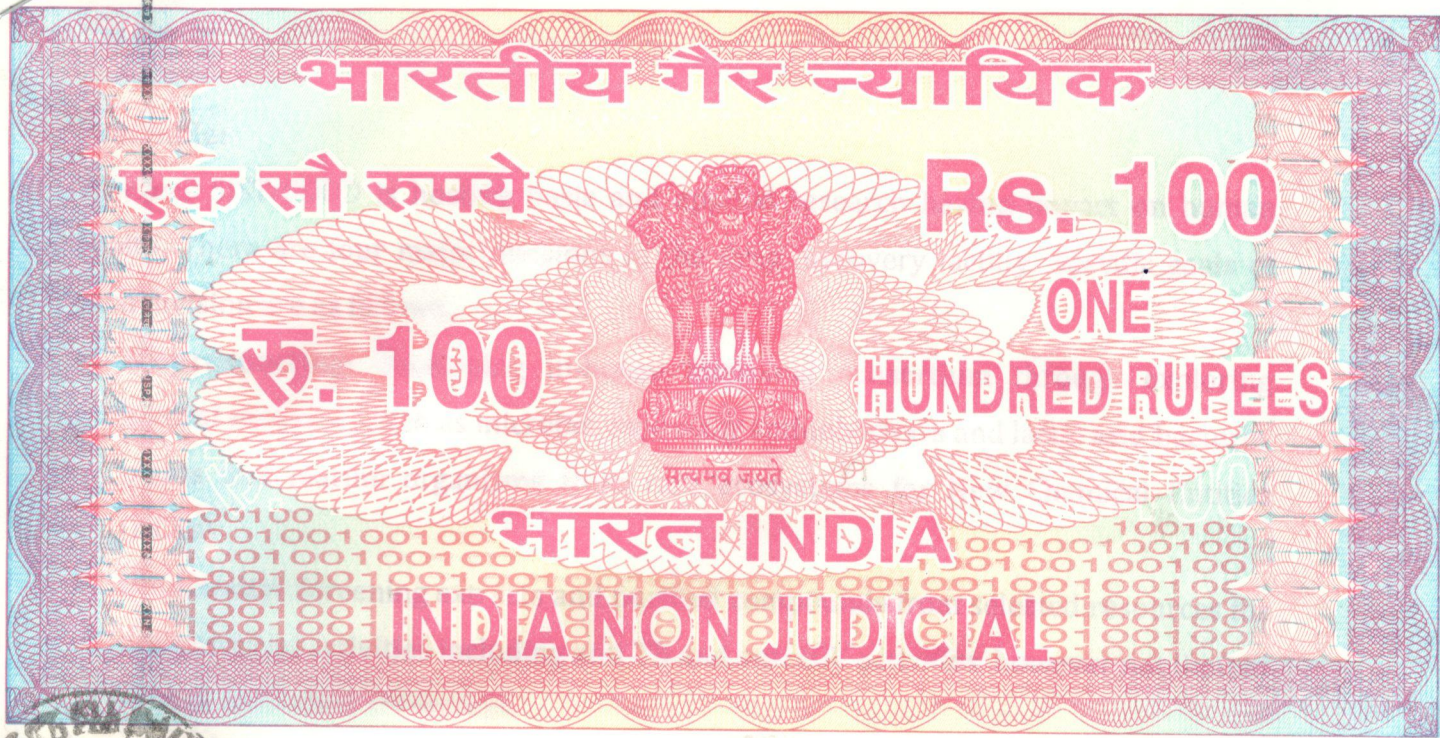




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MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT,

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, CHENNAI, INDIA

AND

VIVAGENDX LABS (OPC) PRIVATE LIMITED, CHENNAI, INDIA

M.1.1 This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into force on the date of the last authorized signature below (the "Effective Date") between **CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY ("SIST CDDD")** situated at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai-600119, India represented by **Dr. Wilson Aruni, Pro-Vice Chancellor, AND VivagenDx Labs (OPC) Pvt. Ltd,** situated at No. 28 Venkateshwara Nagar, 100 feet bypass road Velachery, Chennai - 600042, Tamil Nadu, India, represented by **Dr V. Hari Balaji**; individually, the "Party" and collectively, the "Parties."

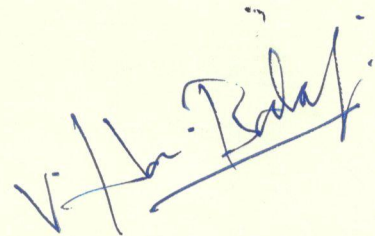
Preamble:

Whereas SIST-CDDD is hosting basic and applied research having impact on human health. There are four major divisions in the drug discovery facility. Specific goals of each division are as follows,

- **Bioprospecting:** developing in-house microbial consortium through exploring natural resources such as microbes especially actinobacteria and lactic acid bacteria, plants and marine organisms from rare ecosystems for New Chemical Entities (NCEs)
- **Bioactivity:** Screening extracts and purified compounds from selected resources for antimicrobial activities including anti TB and anti HIV activities however not limited to such individual screenings.
- **Medicinal Chemistry:** Purification, characterization and elucidation of the structure and novelty of the active compounds, to study the metabolites profile of natural extract libraries for dereplication and to synthesize their derivatives.
- **Proteomics and Genomics:** Exploration of microbial genomes and proteomic analysis to determine the taxonomic diversity by molecular analysis of their genomes.

SIST-CDDD has the expertise and facilities, including the sophisticated Common Instrumentation Facility and fully functional Animal house that facilitate advanced stages of research in applied and medical science.

Whereas, VivagenDx Labs (OPC) Private Limited is a Private (OPC) incorporated with Ministry of Corporate Affairs (MCA). VivagenDx Labs is a precision molecular diagnostics company focused on the discovery, development and commercialization of clinically differentiated, affordable diagnostic solutions for personalized medicine. In addition, VivagenDx provides molecular research and development services based on DNA, RNA and protein including novel assays, gene expression, genotyping etc. for human, animal, plant and microbial research. Core competencies and technology platforms include Genomics, Proteomics, Bioinformatics, Big data, Machine learning and Artificial Intelligence (AI)



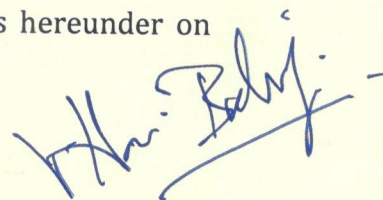
Scope of Work and Responsibilities:

Both parties agree to contribute relevant resources and strengths pursuant to their commitment and in furtherance of objectives of this MOU. The two Parties after considering their objectives and strengths have agreed to have an understanding for collaboration in the following areas of interest:

- Collaboration in the area of medical research with special reference to drug discovery and diagnostics.
- The above areas of research are not restricted but decided mutually based on the necessity and expertise utilization. The research areas will cover the scope and objectives of the parties and the parties can explore the possibilities of research in these areas.
- Submit collaborative proposals of mutual interest for execution in both the institutes as needed.
- Extending access to library and knowledge sharing facilities mutually for both students and faculties in both the institutions.
- Extending the instrumentation facility mutually for both researchers and faculty in both the institutions to carry out collaborative research.
- Organizing and participating in Joint Symposia / Conferences / Workshops / Short-term Refresher courses conducted by both the organizations;
- Exchange of faculty for guest lectures
- Publish papers and generate IPR benefitting both the Institutions
- There will be no financial commitment to either of the parties and expenses of any sort will be borne by the respective parties on mutual consensus.

Confidentiality and IPR-Protection

Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that have a need to know for purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of the work.



The obligations that are created under this MOU on either party as well as through subsequent relevant agreements on either party shall be duly discharged during the term of the MOU and agreement and after their expiry/termination.

Both Parties shall not file any application for seeking intellectual property rights (IPR) in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MOU. However, they can seek intellectual property rights on joint names of the parties as mutually agreed on a case by case basis.

Intellectual property generated during the activities under the MOU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative intellectual inputs made by the parties. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided and agreed mutually.

Publication

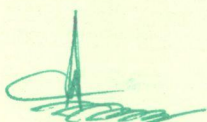
Publications, if any, in respect of the activity under this MOU shall be in the names of involved personnel from both the parties. In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by SIST-CDDD and VivagenDX Labs under this MOU between the Parties.

Duration

This Memorandum of Understanding shall be valid for a period of three (3) years from the Effective Date of the same and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon in writing.

Termination

Notwithstanding the duration above, this MOU may be terminated by either Party by giving three (3) months' notice in writing to the other party. Either of the parties shall honor within a mutually agreed period, the outstanding commitments, if any, as on the date of termination. This MOU may be terminated at UNIVERSITY for lack of funding appropriated by the State of Tamil Nadu legislature. This MOU is also subject to cancelation for conflicts of interest on the part of individuals negotiating agreements on behalf of the VivagenDx Labs (OPC) Private Limited.



Notices

All notices and other communications required to be served on SIST-CDDD under the terms and this MOU, shall be considered to be duly served, if the same is delivered at or posted by email or registered mail to the SIST-CDDD at its office at Sathyabama Institute of Science and Technology, Jeppiar Nagar, Chennai-600119. Similarly, any notice to be given to the UNIVERSITY shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the **VivagenDx Labs (OPC) Pvt. Ltd**, situated at No. 28 Venkateshwara Nagar, 100 feet bypass road Velachery, Chennai - 600042, Tamil Nadu, India.

Arbitration

In the event of a dispute or difference between the parties hereto, such differences should be resolved amicably by mutual consultation.

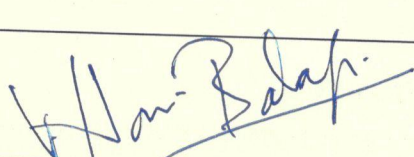
Modification

No modification to this MOU shall be binding unless made in writing and signed by both parties.

Force Majeure

Any of the Parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, acts of God or other causes beyond control of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this, the Memorandum of Understanding the date of the last signature below.

For and on behalf of Centre for Drug Discovery and Development (CDDD-SIST)	For and on behalf of VivagenDX Labs (OPC) Private Limited
	
Name: Dr. Wilson Aruni	Name: Dr V. Hari Balaji
Title: Pro Vice Chancellor	Title: Chief Executive Officer
Date: 12.07.2021	Date: 12.07.2021

Dr. A. WILSON ARUNI, Ph.D., FAMPV
PRO-VICE CHANCELLOR

SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.

