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BY 139841

Memorandum of Understanding between
Agappe Diagnostics Ltd, Pattimattom, Ernakulam
and
Sahrdaya College of Engineering & Technology, Kodakara, Thrissur

This Memorandum of Understanding (herein after referred to as MoU) is made on the 28th Day of November 2018 between, M/s. Agappe Diagnostics Limited (CIN No.U24239MH1998PLC115413), a Company duly incorporated and existing under the laws of India whose registered office at Office No: 401 & 402, Jaisingh Business Centre, Sahar Road, Andheri (East), Mumbai, Maharashtra , India – 400099



No. 4303 Date 5/11/18 Rs. 100/-
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To be Ld AGAPPE HILLS, PATTIMATTOM, PG
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and Corporate office at Agappe Hills, Pattimattom (PO), Dist. Ernakulam, Kerala - 683 562, India ; hereafter referred as "Agappe" on one part and, Sahrdaya College of Engineering & Technology, Kodakara, Thrissur, a private Self-Financing Engineering College, approved by AICTE and affiliated to APJ Abdul Kalam Technological University, Kerala and managed by Irinjalakuda Diocesan Educational Trust, Irinjalakuda, represented by its Executive Director , mentioned hereafter as "Sahrdaya", on the other part as partners.

Whereas Agappe is a fast growing company in the field of **Invitro** Diagnostics and Sahrdaya is a leading Educational institute.



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WHEREAS both Agappe and Sahrdaya, (herein after called 'Parties') desire to carry out programmes for promoting Medical-Engineering interaction, herein referred to as "Programme", jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans, activities and reforms as required for the Programme.

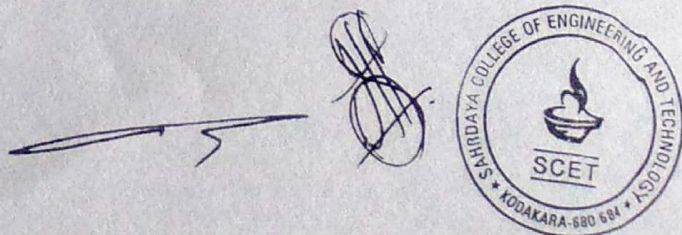
WHEREAS Agappe and Sahrdaya agree to enter into a MoU with the terms and conditions as follows.

OBJECTIVES OF AGAPPE-SAHRDAYA PROGRAMME

The major objectives for which the parties associate with each other are:

- a. To facilitate academic interactions among stakeholders of both Institutes.
- b. To provide training by relevant experts from Agappe and thereby striving to improve the technical competency of eligible undergraduate and post graduate students of Sahrdaya.
- c. To share ideas and implement methods, for product development activities through project guidance and technological support from Agappe
- d. Collaborate to share and exchange information between both parties for mutual benefit and technology enhancement.
- e. To establish a training and product development center at Sahrdaya in specific areas as chosen by Agappe in the field of *In-vitro* Diagnostics for mutual benefit.
- f. Strive to provide Placement and internship opportunity to the eligible undergraduate and post graduate students of Sahrdaya.

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THE PROGRAMME

The Parties have agreed to execute this MoU for Collaboration with the primary objective of establishing a Training Center at Sahrdaya to provide training to the students on Agappe products and services and certain soft skills.

The primary focus will be to provide training, project guidance, internship and limited placement support at free of charge.

This MoU is to formalize joint activities that will help to establish a mutually beneficial relationship built on academic, scientific and technological cooperation which include organizing workshops, conferences, collaborative research, hackathons, project guidance, internship, training programs, industry- institution interface as may be mutually agreed between the parties.

IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme, **Agappe** and **Sahrdaya** agree that:

a. The Parties agree to establish the training center at Sahrdaya and will be named "**Agappe Sahrdaya Innovation Hub**". The training program shall require theoretical and practical training experience to be provided to the selected(as per Agappe selection process) Participants.

b. Sahrdaya shall provide the necessary independent furnished room for setting up the training center and prepare the layout plan as per the mutual agreement between the parties.

c. Sahrdaya shall provide the required services like interior infrastructure architecting and furnishing, electricity, standby power, internet, water and waste water connections, refrigerator, air conditioning and other amenities.

d. Agappe shall provide the necessary instruments, hardware and software's, glassware's, chemicals and reagents and all other consumables as listed in Annexure-1 required for the training at their expense

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e. Agappe shall develop a training module in consultation with Sahrdaya for the purpose of offering training to students.

f. Agappe shall provide relevant experts/qualified trainers for training, impartation of desired technological knowhow and project guidance as per the mutually agreed schedule.

g. Agappe shall carry out the servicing and maintenance of all training instruments during the agreement period. All the instruments & consumables provided by Agappe will remain as the assets of Agappe.

h. Agappe will have all the rights to take back the items listed in Annexure-1 at any time.

i. It is fully acknowledged by Sahrdaya that Agappe shall be the sole & exclusive proprietor of any or whole of the innovative advancements or inventions achieved during the course of this program.

j. Sahrdaya shall be responsible for any physical damage due to mishandling.

FACULTY EXCHANGE AND CONSULTANCY

It is highly encouraged to share skills and expertise of both the parties for mutual benefit. Sharing Sahrdaya's Engineering domain expertise as well as Agappe Research & Development domain expertise will help both the parties to create a innovative culture. This may result in development of several Indigenous Healthcare affordable solutions.

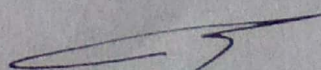
NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Parties shall keep all the information shared in terms of this Agreement as confidential

All intellectual property rights of Agappe including such technological innovations developed during the course of the program shall be vested with them as being its owners or their licensors wherever the context applies. The faculty and students of Sahrdaya who get the opportunity to obtain exposure to the intellectual knowhow of Agappe shall not disclose the same by any means and it shall be the responsibility of Sahrdaya to ensure the same.

Both the parties shall exclusively own and continue to retain all rights and title to its trade name/s, trade mark/s and logo/s and nothing contained herein is intended to

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assign or transfer any of the said rights in the trade names/trademarks and logo/s to the other Party.

FINANCE

Regarding the financial arrangements connected with the implementation of the program herein stated, **Agappe** and **Sahrdaya** further agree that:

- a. Both the institutions will make use of only the existing employees throughout the implementation process of the Programme, and both the parties will not be under any obligation to hire more than the existing employees for the purpose.
- b. Both parties will perform their respective activities as agreed in this MoU at free of Charges.

INDEMNITY

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

DURATION

This MoU will be active for a period of Three Years from the date of this MoU. It will be extended for further period by mutual consent after evaluating the activities conducted.

TERMINATION

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.



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JURISDICTION

In the event of any dispute arising out of this MoU, the parties agree that the courts of Thrissur, Kerala alone will have jurisdiction.

The two parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Programme.

IN WITNESS WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the day and year.

Executive Director, Sahridaya College of Engineering & Technology, Thrissur
FOR AND ON BEHALF of Sahridaya College of Engineering & Technology, Thrissur-
680684

The Managing Director, Agappe Diagnostics Ltd, Pattimattom (PO), Dist. Ernakulam
- 683 562

WITNESS: Dr. NIXON KURUVILA, PRINCIPAL

1. Member from Sahridaya College of Engineering & Technology

28/01/2018

2. Member from Agappe Diagnostics Ltd

Ms. Meena Thomas, Director



MoU Between Agappe & Sahridaya



ANNEXURE 1

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