



MEMORANDUM OF UNDERSTANDING
For Academic Cooperation between
St. Aloysius College (Autonomous)
And
Potential Health Development Pvt Ltd



Preamble

St Aloysius College (Autonomous), located at St Aloysius College Road, Hampankatta, Mangalore 575003, Karnataka, represented by its Principal - Fr Dr Praveen Martis SJ, and Potential Health Development Pvt Ltd, located at 5th Floor, Sona Towers No.71, Miller's road, Bangalore- 560052, an incubate at CSIR-CFTRI, represented by its Chief Scientist Sandanamudi Anudeep agree to cooperate in regard to programs based on the principle of reciprocity. St Aloysius College and Potential Health Development Pvt Ltd are referred to individually as a "party" and collectively as "parties".

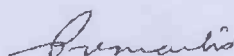
This Memorandum of Understanding (hereinafter MOU) serves as a legal document for both parties to establish and develop their bilateral relationships. This will also help enhance research and training processes at both institutions and thereby expand the collaborative spectrum between the institutions' respective workforce.

The parties hereby agree as follows:

1. Both parties will work together to develop mutual agreements for cooperation based on their respective academic, scientific, industrial and research needs. The activities in which specific agreements may be developed include:

- Developing and implementing joint research programs, including developing proposals for funding purposes;
- Co-organizing joint conferences and workshops as well as training programs;
- Supporting student placement and training programs;
- Exchanging of research information, materials and programs and use of other party's facilities for conducting of experiments and research work;
- Developing collaborative research and educational programs;
- Conducting seminars and workshops on health awareness; and
- Other cooperative activities as appropriate.

2. The development and implementation of each collaborative activity based on this MOU shall be separately discussed and determined by both parties under a supplemental agreement, which shall reflect the parties' mutually agreed objectives, the funding arrangements, and the allocation of responsibility for that activity. Each Supplemental Agreement will be appended to this MOU, and the terms of the Supplemental Agreement will control the administration of the activity or activities described therein.


Principal

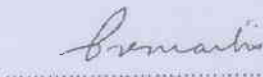

For POTENTIAL HEALTH DEVELOPMENT PVT LTD

3. Both parties will use their best efforts to find financial sources for carrying out the activities.
4. Nothing in this Agreement shall diminish the full autonomy of either institution, or impose constraints on either party in carrying out the agreement. Each party acknowledges and agrees that this MOU creates no financial obligations between the parties.
5. Both parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property.
6. If either party wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third party, the disclosing party must obtain prior consent from the other party before any disclosure can be made. Consent is not to be unreasonably withheld.
8. Any differing viewpoints and interpretations of this MOU shall be settled amicably by mutual consultation or negotiation. Both parties agree to refrain from unilateral action and to consult and negotiate mutually agreeable decision. In the event that the process of discussion and mutual consultation fail to achieve a resolution of the disagreement which is acceptable to both parties, the disagreement will be submitted to arbitration. Any such arbitration shall be governed by a separate agreement.
9. This MOU shall become effective on the first day after both parties have signed the document, and shall remain in effect for a period of five years from that date. It will be automatically renewed for further periods of equal time. Any necessary modifications or early termination of this MOU require written notice six months in advance. In case this MOU ceases to be effective on account of termination, the provisions of all valid supplemental agreements shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the supplemental agreement.

Duly authorized representatives of St. Aloysius College and Potential Health development Pvt Ltd executed this MOU as of the date and year given below.

For St Aloysius College (Autonomous)

Fr Dr Praveen Martis SJ
Principal

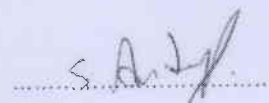


Date: 10/02/2018

Principal
ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003

For Potential Health
development Pvt Ltd

Sandanamudi Anudeep (PhD)
Chief Scientist



For POTENTIAL HEALTH DEVELOPMENT
Date: 17/02/2018

Chief Scientist