

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on this day of 9th January 2015, Friday between

Department of Biotechnology,
Sapthagiri College of Engineering, Bengaluru-560057.
(herein referred to as First party)

And

Sapthagiri Clintrac Private Limited,
Sapthagiri Institute of Medical Science and Research Center (SIMSRC), Bengaluru-560090
(herein referred to as Second party)

is as below.

1. WHEREAS, **Sapthagiri College of Engineering, Bengaluru-57** is a premiere Engineering college in Bangalore, India started in the year 2001 by Sri Srinivasa Educational and Charitable Trust, with the sole objective of providing quality based education. It is affiliated to Visvesvaraya Technological University, Belgavi and approved by the All India Council for Technical Education. herein after referred to as "SCE".
 2. WHEREAS, **Sapthagiri Clintrac Private Limited, Sapthagiri Institute of Medical Science and Reasearch Center SIMSRC, Bengaluru-90**, was established by Sri Srinivasa Educational and Charitable Trust, hereinafter referred to as "SCPL "
- Sapthagiri Clintrac Private Limited (Sapthagiri Clintrac) is part of GD Group of companies

Sapthagiri Clintrac founded in 2011 is a privately owned Clinical Research Services company with its business office in Bangalore, India. We provide a wide range of services, primarily in the areas of Clinical trials and CT-Bioavailability & Bioequivalence studies and early & late phase clinical development. Our service offerings support to Pharmaceutical, Biotech and Device companies significantly enhances their R & D objectives. Sapthagiri Clintrac is committed to Quality Clinical Research and is strategically located in the premises of 1000-bedded Super specialty Sapthagiri Institute of Medical Sciences and Research Center, Bangalore-560 090. Sapthagiri Clintrac works with companies across India for conducting Clinical trials and PK/PD studies involving Pharmaceutical, Biological, and Medical Device products. Sapthagiri Clintrac works towards Medical Transcription Services with its business office in Bangalore, India. We are leading provider of high quality and cost-effective medical transcription services. Clintrac committed to Produce quality transcription and reduce turnaround time. Sapthagiri Clintrac consistently delivers medical transcription services with minimal to zero errors, fast turnaround time and exceptional customer services

WHEREAS

The parties have discussed and deliberated on various items of mutual interests and benefits and have deemed expedient to execute this memorandum of understanding so as to mutually co-operate in Student Training, workshops, , Research projects sharing and joint publications.

1. Sharing of Facilities

- 1.1 Both the organizations agree to share their respective R & D facilities in order to promote academic and research interaction.
- 1.2 There will be provision for mutual sharing of experts from "SCPL" and resource persons from "SCE".

2. Joint R & D Projects

- 2.1 Research projects in the identified areas will be jointly undertaken by "SCE" and "SCPL" Both the organizations will submit collaborative research projects to various national and international funding agencies. Both the organizations would ensure the successful completion of the funded research projects.

2.2 Both "SCE" and "SCPL" agree to get the tax exemption whenever they provide fund to research and also procure the equipments for R & D purpose.

3. Technology transfer:

3.1 Both "SCE" and "SCPL" agree to share the technology whenever feasible.

4. Joint Seminar/conference/Workshops/Hands on training programmes.

4.1 Both "SCE" and "SCPL" agree to hold/ conduct whenever feasible, joint Conference/Workshop/Hands on training programmes in "SCE" and "SCPL".

5. Industrial visits:

5.1. Both "SCE" and "SCPL" agree to organize industrial visits whenever feasible, for the students, staffs and delegates and also during the Conference /Workshop/Hands on training programmes.

6. Industrial training:

6.1 Both "SCE" and "SCPL" agree to train the students of Biotechnology or other students and staff of "SCE" by organizing industrial training programmes whenever feasible related to technology, Product development and documentation etc.

7. Internships

7.1 Both "SCE" and "SCPL" agree to Provide summer internships to students in another area. This helps in motivating the students, understanding industry environment and practices, job profiles, projects they can undertake besides facilitating them to earn some money to be spent usefully in the next academic year / semester.

8. Intellectual property, confidentiality and non-disclosure

8.1 Both parties recognize, accept and agree that all tangible and intangible information obtained or disclosed to the other party or its staff or employees including all details, documents, patient information an particulars and trade secrets (all of which are hereinafter referred to as confidential and / or proprietary information) of such party

which may be communicated to other party, its staff / employees who may be privy under or pursuant to this contract and / or in the course of performance of such party's obligations under this contract shall be treated as absolutely confidential and the other party agrees and undertakes to ensure that it and all its staff / employees shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person at any purpose other than as may be necessary for due performance of the party's obligations herein and only for the benefit of the other party.

8.2 Both parties hereby unconditionally agree and undertake to ensure that they or their staff / employees shall not disclose or publish the existence of the terms and conditions of this contract or any information relating to it or other business which they may come across of performing their duties unless such disclosure or publication is strictly required by law or by any authority acting under law.

9. Duration, Amendment and Termination of MOU

9.1 This MoU shall be valid for a period of **5 years** from the date of its signing. During the period of the validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by either party giving the order a written notice of its desire to terminate the MoU by giving **three months'** notice in advance. In the event of such termination both the parties shall cooperate in good spirit for the completion of the ongoing researchers.

10. Dispute Resolution and Governing Law

10.1 The dispute or issue if any arising out of or touching this Agreement if not resolved amicably shall be referred to an arbitration of an arbitrator mutually agreed by the parties. In the event parties fail to agree on single arbitrator then each party shall appoint third arbitrator. The arbitration will be held in Bangalore. The Language of the arbitration shall be in English.



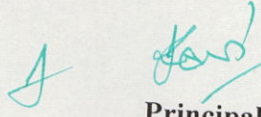
GD GROUP

Sapthagiri Clintrac

A division of GE Group of Companies

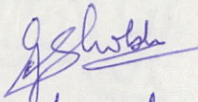
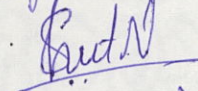
**Sapthagiri
Clintrac**
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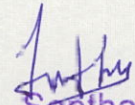
10.2 In witness whereof of the two parties have signed this memorandum of understanding by the hand of, on behalf of "SCE" and by the hand of behalf of "SCPL" on the date, month and year referred to above.


Principal
Sapthagiri College of Engineering,
Bengaluru-57

Principal
Sapthagiri College of Engineering
Chikkasandra, Hesaraghatta Road,
Bangalore-560 057

Witness:

1. 
2. 
(Shruthi N)


Sapthagiri Clintrac Pvt. Ltd.
Sapthagiri Clintrac Private Limited
Sapthagiri Institute of Medical Science
and Research Center, (SIMSRC),
Bengaluru-90
#15, Chikkasandra
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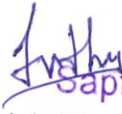
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Principal


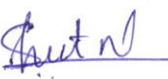
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Sapthagiri Institute of Medical Science
and Research Center, (SIMSRC),
Bengaluru-90

Witness:

1. 
(Sowmya.c)
2. 
(Shanthi R)