

MEMORANDUM OF UNDERSTANDING

BETWEEN



ITM UNIVERSITY

GWALIOR, MADHYA PRADESH, INDIA

AND

LifSenz
Scientific Perspective Towards a New Hope

LIFESENZ CANCER RESEARCH LABS. PVT. LTD.,
MULUND (W), MUMBAI -400080

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MUMBAI -400080

In accordance with the mutual desire to promote cooperation between ITM UNIVERSITY, GWALIOR, MADHYA PRADESH, INDIA, NH-44, Bypass Turari, Jhansi Road Gwl (M.P.) 475001, (INDIA) (henceforth referred to as "ITM") and LifeSenz Cancer Research Labs. Pvt. Ltd. Ecstasy, 502, 5th Floor, City of joy commercial, J.S.D. Road, Mulund (W), Mumbai -400080, rep by its CEO & Director, Dr. Arindam Banerjee, (henceforth referred to as "LIFESENZ"), both LIFESENZ and ITM are entering into a formal collaboration, in the form of Memorandum of Understanding (MOU), for the purposes of academic interactions.

Both ITM and LIFESENZ may be referred to jointly as "Parties" and individually as "Party"

I. **Purpose:**

ITM and LIFESENZ CANCER RESEARCH LABS. PVT. LTD. (hereinafter referred to as "LIFESENZ") desire to implement, in areas of mutual interest, cooperative and collaborative activities, for the progress of multidisciplinary scientific, technological and educational activities. Please note that the understanding contemplated herein is not exclusive and both Parties are free to enter into similar arrangements with any third party, provided the same is not in conflict with the interest of either Party.

II. Objectives:

- Promote collaborative research activities between scientific personnel in LIFESENZ and the doctoral students and/or the faculty of ITM (hereinafter referred to as "Students"). The students would be registered in ITM, as research scholars, with the respective recognized guides. Based on mutual consent, the research scholar may utilize the facilities available at LIFESENZ. This will be decided upon a case-by-case basis and should be mutually agreeable and can culminate in a joint publication in an impact factor journal.
- ITM can coordinate with LIFESENZ for the joint organization of conferences, workshops, refresher courses, Faculty Development Programmes and related events in the areas of mutual interest in ITM and any common venue. This will also apply for the submission of joint applications for funding for the organization of such events.
- ITM and LIFESENZ may undertake joint collaborative research project work, for the benefit of undergraduate/post graduate/doctoral students and the researchers of both the Parties, in the areas of mutual interest. This will also apply for the submission of joint applications for funding from various research grant/funding institutions.
- The collaborating scientists at LIFESENZ and ITM will formulate research projects and related plans, for the joint work, with due approval of both the participating institutions.
- Joint Sponsored and Consultancy projects could be undertaken with both long-term and short-term goals keeping in view the interests and financial concerns and philosophies of the respective institutions.
- Internships for UG & PG students at LIFESENZ as well as industrial visits to LIFESENZ may be arranged based on mutual consent and the rules and regulations of both organizations.
- LifeSenz can collaborate with ITM University to develop *ex vivo* 3D patient derived cancer model for personalized chemotherapy platform development aspect and/or other relevant translational research based project development.

III. Sharing of the facilities:

By ITM, Gwalior

ITM agrees to extend the laboratory & equipment facilities for academic and research-oriented projects (agreed upon by mutual consent and as per the norms prescribed by ITM).

By LIFESENZ

LIFESENZ agrees to allow for reasonable use of its facilities, subject to its convenience and board approvals, to ITM for all collaborative work, as per the norms prescribed by LIFESENZ, for effective implementation of the time-bound projects/student research; such use will be discussed on a case-to-case basis.

Both the Parties may choose to collaborate in specific disciplines/divisions/departments as Centres for conducting research work.

Upon the prior approval of LIFESENZ, the scientists at LIFESENZ, on their individual merits and in accordance with ITM's rules and regulations, can be appointed as doctoral committee members. Also, based on mutual consent, the respective scientist(s) (from LIFESENZ) shall be recognized as supervisors / external guides for guiding students working for their UG/PG / /PhD project and dissertation works.

Both LIFESENZ and ITM can formulate translational industrial research relevant courses (e.g. MSc by Research or MSc/ PhD in Molecular Medicine/Medical Laboratory Technology/ Pharmacy) where LIFESENZ facility can be extensively useful for the laboratory based course work for ITM students.

LIFESENZ staff can be useful for assisting any course work relevant to current programs BTECH/MTECH/BSc/MSc: Molecular Biology, Immunology, Cell Biology, Cancer Biology, Environmental Biology, Pharmacy, Pharmacology and Bioinformatics) at ITM.

IV. Project work / Publications and Patents

In each semester, students of UG/PG / Biotechnology from ITM could be given projects which will be carried out at ITM and/or at LIFESENZ. Issues pertaining to stipend, living expenditure, transportation and other financial aspects related to costs of consumables etc.

will be based on mutual agreement between the student and the respective guides (in accordance with the existing rules and regulations of the respective organizations).

Research fundings arising as a result of collaborative work between the Parties may be published in/presented at national and international Journals/Conferences jointly with the mutual consent of collaborating Faculty, in the interest of the public. However, if it involves any proprietary designs or patents of LIFESENZ/ITM, the findings will be published and/or presented and further made public only with the prior consent of the authorized personnel representing ITM and LIFESENZ. In cases where the studies are fully sponsored either by ITM or LIFESENZ, the sole proprietary owner of the findings will be the organization funding the study. Under these circumstances, the Parties hereby acknowledge and agrees that the ownership and title in any/all research publications and inventions developed, prepared, first reduced to practice, and/or created as part of the arrangement under this MOU and the proprietary rights therein, at all times, shall vest with the sponsor. In case of partial sponsorship by both parties, credit sharing will be decided upon a case-by-case basis.

Research findings published by either Party will give credit to the other Party's contribution, but the Party publishing them will be entirely responsible for conclusions and interpretations reported.

Each Party owns, and will continue to own all right, title and interest in and to any intellectual property that it owned prior to this MOU, or that it created or acquired independently of its obligations pursuant to this MOU.

Further, all the inputs by LIFESENZ or any of its staff/employee, under this MOU which is shared by LIFESENZ with ITM under this MOU shall always be identified as property of LIFESENZ and LIFESENZ shall be the owner of the any proprietary rights therein. Any exchange of material for research purposes by personnel in ITM and LIFESENZ will be done based on mutual consent and decided upon on a case-by-case basis.

V. Co-ordination Committee

The following will constitute the co-ordination committee to monitor and review the collaborative programs between the two institutions.

Dean, School of Sciences for academic collaborations along with Director, Career Development Centre, CEO & DIRECTOR, LIFESENZ or the authorized signatory/nominee

VI. Validity period

This MOU shall be in effect initially for a period of 5 years from the date of signing by both the Parties, renewed further for 5 years if mutually agreed upon.

This MOU may be terminated by either Party, immediately: (a) upon continuing breach of any material term of this MOU, if the other Party fails to remedy such breach within 30 (thirty) days of receipt of notice of such breach; (b) if either of the Parties are declared bankrupt or insolvent, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business or function in the normal course.

Any article of the MOU may be modified or changed by mutual agreement of the Parties hereto in writing. Any modifications/changes, which are mutually agreed between both the Parties, shall be effective from the date on which they are modified/ extended, unless otherwise agreed to.

VII. Confidentiality

Each Party ("Disclosing Party") may from time to time during the term of this MOU disclose to the other Party ("Receiving Party") certain confidential information. The research and other related activities will be confidential and both parties will maintain the confidentiality of the same for their interests. Information shall not be considered confidential information to the extent, but only to the extent, that such information: (a) is already in the possession of the Receiving Party, and the same can be provided by a documentary evidence at the time of this MOU; (b) was already known to the Receiving Party or subsequently learned from an independent third party, free of any restrictions and without breach of this MOU; (c) is or becomes generally available to the public through no fault of the Receiving Party and without breaching the terms of this MOU; or (d) is independently developed by the Receiving Party without reference to any confidential information disclosed by the Disclosing Party.

All confidential information disclosed under this MOU shall at all times remain the exclusive property of the Disclosing Party and the Receiving Party shall not have any right, title, claim etc. whatsoever over the same and shall not have any right to transfer, encumber, alienate, sell, share, assign, license or sub-let the same to any third party. Furthermore, neither the disclosure of any confidential information hereunder nor the execution of this MOU shall be construed as a grant, express or implied, of transfer, assignment or license of any right or interest in or to the confidential information of the Disclosing Party.

VIII. Jurisdiction

This MOU shall be governed by and constructed according to the laws in India. Both the Parties agree that the court at Mumbai, Maharashtra, India shall have the sole jurisdiction to settle any dispute or claim arising out of or in connection with this MOU or its subject matter or formation.

In witness whereof, the parties hereto caused this instrument to be executed as of the day, month and the year indicated below:

**For ITM UNIVERSITY, GWALIOR,
MADHYA PRADESH, INDIA**



**Prof Dr S SBhakar
ITM University Gwalior**

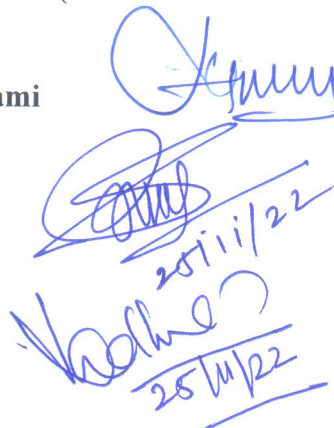
**For LIFESENZ CANCER RESEARCH LABS.
PVT. LTD.**



**Dr. Arindam Banerjee
CEO & DIRECTOR
LifeSenz Cancer Research Labs Pvt Ltd,
Mumbai**

**Signed in the presence of Witnesses (Name
and address)**

- 1. Prof Dr Yogesh C Goswami
Dean SOS**
- 2. Prof Dr Shyam Akashe
Dean ICP**
- 3. Dr. Sadhna Chaturvedi
Assistant Professor, SOS**



25/11/22
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