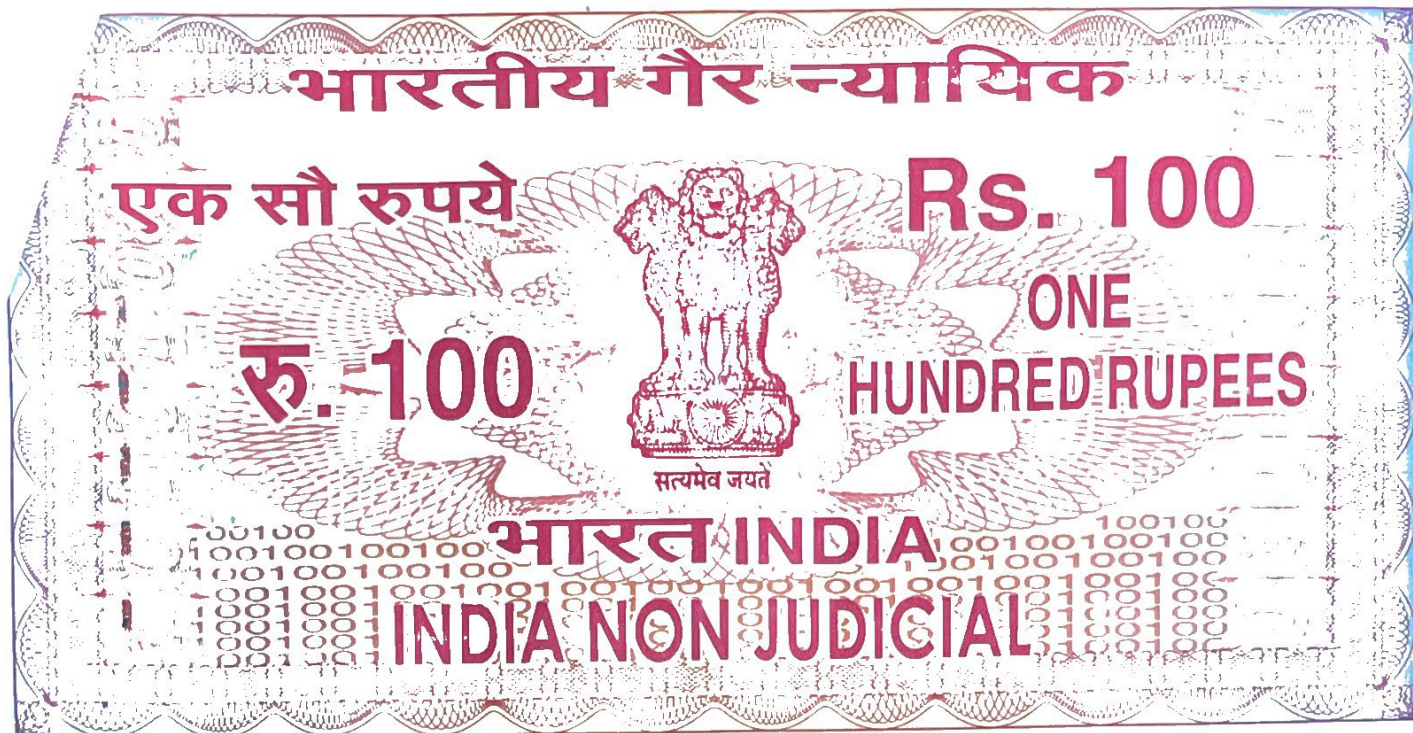




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EC 357941

It is governed by Calicut University Act 1975, passed by the Legislative Assembly of Kerala. Recently the University celebrated its Golden Jubilee and the slogan of the celebrations was "University to Society". The Department of Biotechnology established in the year 1994 is striving towards excellence in teaching and research to meet the global demands for skilled manpower in the industry and academics.

Comtrust Charitable Trust Eye Hospital is an ophthalmic super specialty eye hospital established in the year 1999. The Hospital has since been providing top quality Eye Care facilities in the region of North Kerala with a non-profit motive. Comtrust Academy for Research and Training at Comtrust Charitable Trust Eye Hospital, co-ordinate the training and research activities in the ever changing and complex field of Ophthalmology.

2. Common Objectives

DBT UoC and Comtrust Eye Hospital wish to work jointly to promote education and research. The objective of this collaboration as defined in the MoU is to stimulate quality education and training to conduct joint collaborative research, develop an ecosystem of shared infrastructure for research, undertake multi centric trials of various research projects and promote inter-institutional cooperation. The two parties will develop and foster education, training, research & professional activities involving projects among students and faculty of the institutions thereby creating a research ecosystem with the sharing of knowledge, resource and infrastructure.

3. Purpose of the MOU:

Specific purpose of this MOU is to establish a framework for collaboration between the Parties on mutually interested programs and activities in the areas of academics and research including

Comtrust Eye Hospital,
First Party

No. 1389 Rs. 100
NAME:
DATE: 17.4.2023
V. SUKUMARAN
Stamp Vendor
VELIPRAM

UoC,
Second Party



translational research. Both Parties shall each leverage its own expertise and resources to facilitate programs of mutual interests in identified specific areas. However, the terms and conditions for conducting these activities mentioned below will be agreed upon through separate and specific agreements. It is anticipated that such activities may include but not limited to the following:

- Exchange of faculty members for lectures, talks, conferences, seminars, symposia and sharing ideas for enrichment of academic & research program offerings of either institute.
- Exchange of documents, research material, publication and information in the field of mutual interests.
- Conduct collaborative/consultancy research projects leading to joint research publications and IPRs. The utilization of results and other forms of co-operation will be determined on a case to case basis by researchers and administrators of each party.
- Jointly develop biomedical products and evaluate their characteristics by sharing testing facilities and expertise for which expenses may be met from intra/extramural fund generated in collaboration.
- Sharing the available infrastructure and laboratory facilities for research & academic purposes in accordance and compliant to the institutional policies of either parties.
- Development, organization and hosting of joint research symposia, conferences, workshops, meetings and other academic & research courses.
- Exchange of advice, information and assistance relating to areas of mutual interest.
- Joint participation in funding schemes for educational & research grants which includes infrastructural as well as project grants applicable.
- Joint training programs for project staff/ students pertaining to specific projects undertaken in collaboration.
- Other activities of mutual benefit for both parties as and when required.

The above activities will be carried out in such a manner so as not to digress from the established traditions and regulations of each party.

4. Terms of the Agreement

- Both parties shall appoint their own representative with respect to each activity who shall be directly responsible for overseeing the implementation and operation of the activity and who shall act as the main point of contact with respect to that activity.
- This MOU does not restrict either party from engaging in the same or similar activities with any third party.
- Both DBT UoC and Comtrust Eye Hospital shall be solely responsible for any and all claims and or damages in connection with the exercise of its objectives hereunder.
- Both parties agree that no employment relationships or partnership, either expressed or implied is created between them.



**Comtrust Eye Hospital,
First Party**



**UoC,
Second Party**

**REGISTRAR
UNIVERSITY OF CALICUT**

- Neither party has any financial obligation to other party under this MOU. Specific financial agreements will be executed between both parties on finalization of activities covered under this MOU.
- The terms of this MoU may be modified and amended from time to time upon mutual agreement between the parties.

5. Exclusivity & Confidentiality

This agreement is personal to both parties and neither party can assign this agreement nor the rights and privileges herein to anyone without the written permission of the other party.

Both parties shall not disclose, share or transfer any Intellectual property, Confidential information, Research Data & Information, Financial & Technical information and any other documents exchanged between them for research and collaborative activities covered under the framework of this agreement to a third party without written consent from the other party.

6. Publication

Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give 30-day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate agreement.

7. Intellectual Property Rights Sharing

All pre-existing IP shall be owned by the respective owner.

For new IP generation, a separate agreement shall be initiated with mutual consent by both the parties, for each project/program.

8. Modification/Duration/Termination

This MOU represents the entire understanding between DBT UoC and Comtrust Eye Hospital and supersede any and all understanding either oral or written hitherto with respect to the subject matter of the MOU.


Comtrust Eye Hospital,
First Party




UoC,
Second Party
REGISTRAR
UNIVERSITY OF CALICUT

This Agreement shall commence on the Effective Date of this Agreement and will be valid for a period of 5 years initially which can be further extended on mutual consent basis.

This MOU may be amended at any time by the mutual written consent of the parties.

This MOU may be terminated by either party at anytime by one party notifying the other party in writing 180 days in advance of the termination date. The party notifying the termination is liable to produce no objection certificates from all legal stake holders to put the termination to effect.

9. Financial Obligations:

Research student/Project staff exchange: Unless otherwise agreed upon in writing for some particular case, travelling expenses shall be borne as per the rules of host institute.

Faculty exchange: Unless otherwise agreed upon in writing for some particular case, expenses for travelling, stay, food etc. shall be borne as per the rules of host institute.

Neither party has any financial obligation to other party under this MoU. Specific financial/consultancy agreements shall be executed between both parties on finalization of Specific research projects and on case to case basis as and when required.

10. Force Majeure

Neither party shall be held in breach of this MOU because of acts or omissions caused by any act beyond the control of the parties, including, but not limited to, fire, floods, labor disputes, or other unforeseen circumstances.

11. Severability

If any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Arbitration

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved then it shall be referred to an Arbitrator as the proceedings shall be as per the Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon parties to the dispute. The arbitration proceeding shall be held at Kerala. This MoU shall be governed and interpreted in accordance with the Indian Laws.


**Comtrust Eye Hospital,
First Party**




**UoC,
Second Party**
**REGISTRAR
UNIVERSITY OF CALICUT**

13. Conflict of Interest

Both parties warrant that this MOU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MOU.

14. Implementation:

To manage and execution of this understating, the Comtrust Eye Hospital and UoC shall designate two officials to serve as coordinator.

DBT: Dr Anu Joseph, Associate Professor, and **Dr Elyas KK**, Professor & HOD, Department of Biotechnology, will be the coordinators of activities under this MoU. The University Administration will have every right to nominate any faculty member as the coordinator in consultation with collaborator as per requirement/Specific projects.

Comtrust: Dr K K Varma, Chairman, and **Dr Husna. K**, Consultant Ophthalmologist, Comtrust Charitable Eye Hospital will be the coordinators of activities under this MoU. The Hospital Trust will have every right to nominate any Physician as the coordinator in for the program in consultation with DBT based on the requirement/Specific projects.

The projects under this MoU shall abide with the policies of consultancy guidelines of University of Calicut.

IN WITNESS WHEREOF the Parties hereto have signed this MOU on this 18th day of April 2023 at Malappuram.

For Comtrust Eye Hospital



Dr K. K. Varma
Chairman Academic Council

For UoC:



DR. SATHEESH E. K.
Registrar



Date:

Seal:

Date:

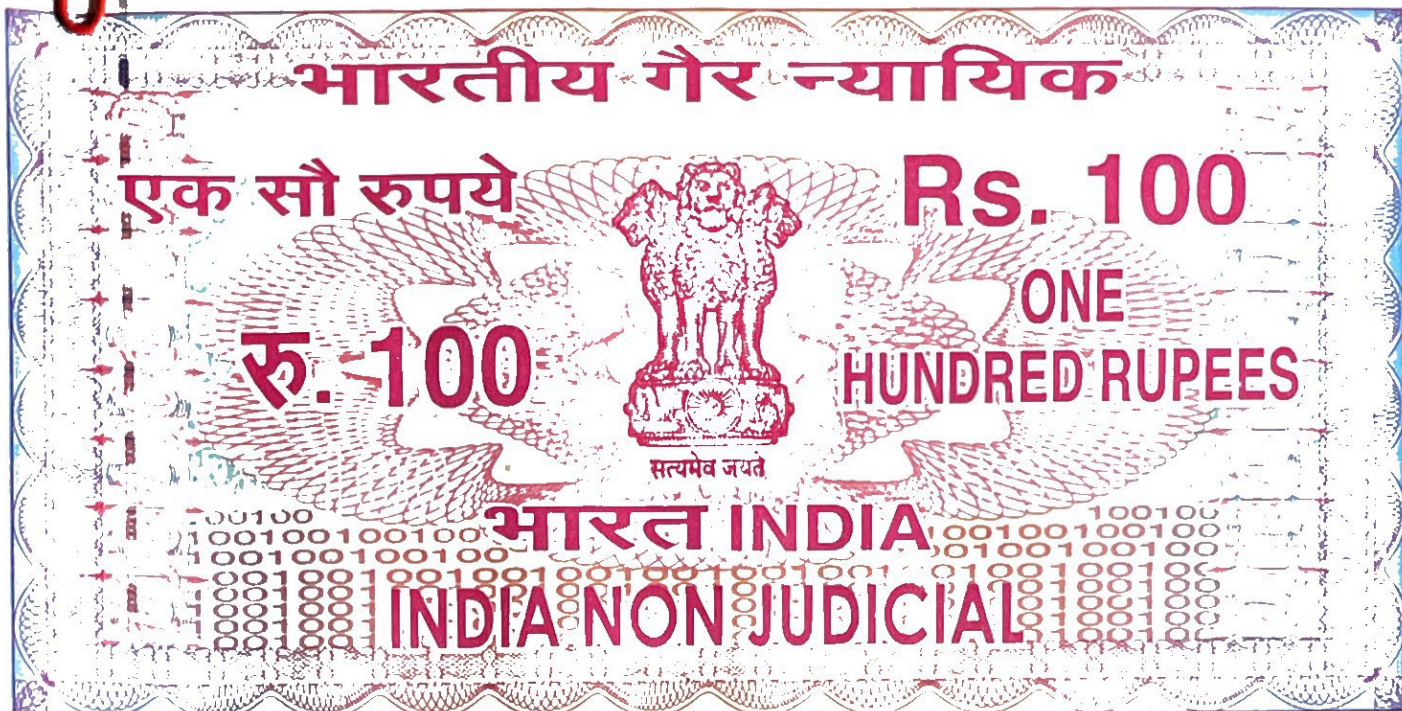
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WITNESSES:

(Name & Signature)

1.

2.



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EC 357946

PROJECT SPECIFIC CONSULTANCY AGREEMENT

This Consultant Agreement (hereinafter "Agreement") is hereby entered into as of this the 18th day of April 2023 ("Effective Date")

BY AND BETWEEN

the Comtrust Charitable Trust Eye Hospital, Mini Bypass Road, Puthiyara, Kozhikode-673004 (hereinafter referred to as Comtrust Eye Hospital, Client) represented by its Medical Director- Dr Prakash V.S (the "Client" which term shall include parent and subsidiary companies and permitted assigns);

AND

University of Calicut on behalf of the Consultant, Dr. Anu Joseph, Department of Biotechnology of University of Calicut, Calicut University PO, Thenjipalam, Malappuram- 673635 (the "Consultant", which term shall include successors and permitted assigns).

The Client and Consultant are hereinafter collectively referred to as the "Parties" and individually referred to as the "Party".

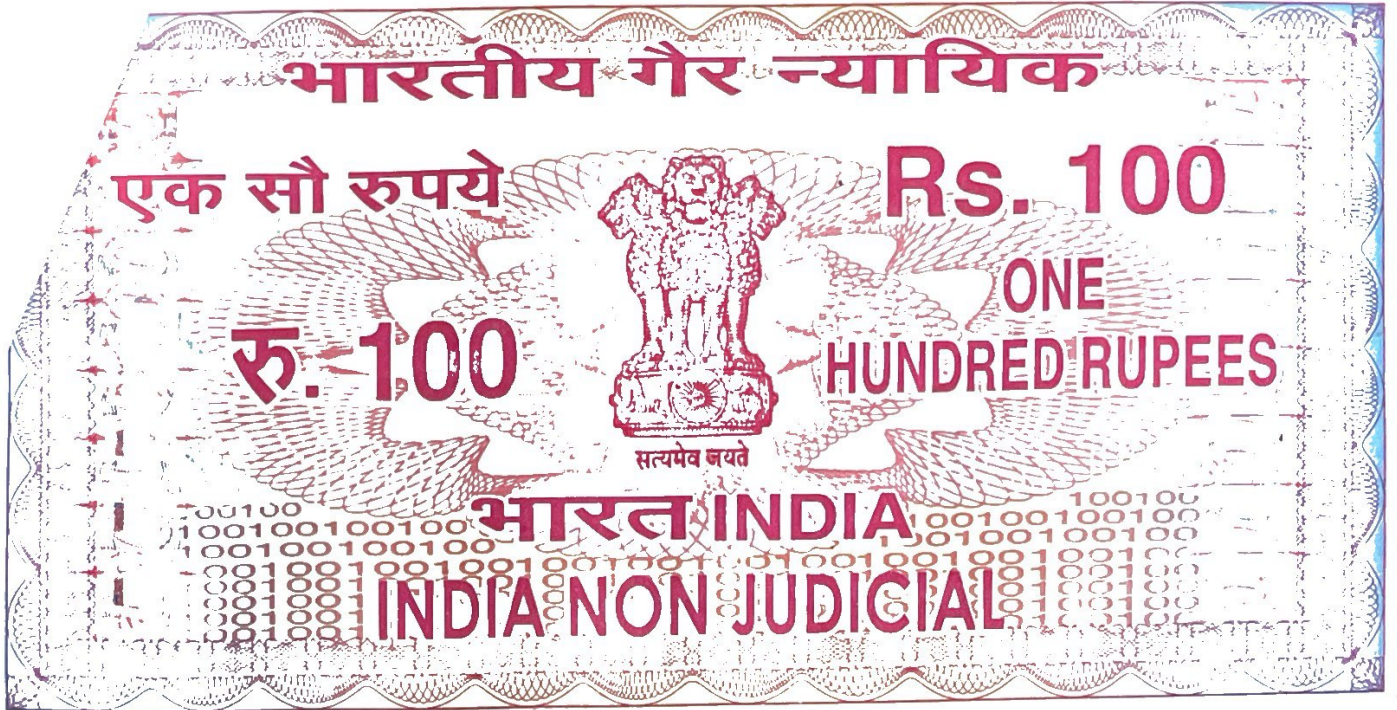
WHEREAS, the Client is an ophthalmic super specialty eye hospital.

Comtrust Eye Hospital,
First Party

No. 1394 Rs. 100
NAME:
DATE: 17.4.2023
V. S. KUMARAN
Stamp Vendor
VELIPRAM

Second Party





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EC 357945

WHEREAS, the Consultant is working as Associate Professor at the Department of Biotechnology of University of Calicut.

WHEREAS, the Client desires to engage the Consultant to provide certain service in the area of Consultant's expertise and the Consultant is willing to provide such service to the Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Client and the Consultant as follows:

1. SERVICES/PROJECT.

Subject to the terms and conditions set forth herein, Client hereby engages the Consultant to perform, and Consultant agrees to perform, professional services ("Work") as described more in detail in Annexure 1.

2. DELIVERABLES.

Upon completion, Consultant shall submit the completed Project in the format reasonably acceptable to Client. Consultant is obliged to only deliver the Work and the Client is not entitled to demand Consultant's engagement in another project unless or until Client and Consultant enter into a separate agreement to cover such project on mutually agreed-upon terms.

Comtrust Eye Hospital,
First Party

No. 1393 Rs. 100
NAME:
DATE: 17 4. 2023
VISUKUMARAN
Stamp Vendor
VELIPRAN

Second Party



3. OBLIGATIONS AND WARRANTIES OF CONSULTANT.

- Project is plagiarism-free and original (is not owned by any third party fully or partially and does not contain any previously produced text, "copy-pasting");
- complies with all requirements provided by the Client
- has not been obtained by unlawful means;

a) The Consultant acknowledges and agrees that if they fail to adequately complete the Work by the agreed due date, the Client has the sole right to cancel this Agreement; provided that Client must pay Consultant a reasonable prorated amount of the Fees proportionate to that portion of the Project completed to date. If the Consultant fails to meet the Work deadline, they must contact the Client to request deadline extension at least 24 hours prior to the due date. Extension may be granted at the Client's sole discretion.

b) The Project must conform to general standards as determined by the Client. Consultant acknowledges and represents that if the Project fails to conform to the general standards, the Client has the sole right to request immediate revision of the Work, or cancel this Agreement. If the Work is deemed inappropriate by the Client at the time of submission either for content or other reasons, the Client has the sole right to request immediate revision of Work.

c) The detailed work report of deliverables specified as work objectives exclusively for the consultancy project will be handed over to the company after the completion of the work. There will not be any further obligations on doing other related research works from the consultant's group.

4. FUNDING FOR THE SPECIFIC PROJECT.

The Consultant fee/Service charges shall be as per the consultancy policy of the University of Calicut. **The client shall remit the consultancy fee as budgeted + 18% GST as per the university consultancy regulations.**

The University will release the Service charges to the Consultant in a 70% + 15% (85% for the conduct of the work order) + 15% (University Charges)

The fees will be remitted by the client in a phase manner.

Phase 1- Preliminary Feasibility – (Two Months)- Rs. 3, 00, 000/- (Rupees Three Lakhs only) + 18% GST

Phase 2- (Ten Months)- Rs. 2, 05, 000/- (Rupees Two Lakhs and Five Thousand only)) + 18% GST

Phase 3- (Twelve Months)- Rs. 5, 55, 000/- (Rupees Five Lakhs and Fifty Five Thousand only)) + 18% GST


Comtrust Eye Hospital,
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UoC,
Second Party

The duration of the entire project is **2 Years (Twenty four months)**.

5. MATERIALS.

The Consultant shall procure the necessary items needed to complete the consultant's Work described in Annexure 1 using consultancy fee/ Service charges provided by the University. Such materials may include, but are not limited to, chemicals and consumables on what the Client's objectives are, and other materials.

6. RELATIONSHIP OF THE PARTIES

The Consultant and Consultant Personnel, if any, shall, at all times, remain independent contractors and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

a) The Consultant may not act as agent for, or on behalf of, the Client, or to represent the Client, or bind the Client in any manner.

b) Neither the Consultant, nor any of the Consultant Personnel, shall be entitled to any benefits accorded to any employees of the Client or other benefits generally granted to employees including but not limited to insurance, vacation, retirement benefits and sick pay

7. MONITORING & PROGRESS EVALUATION

Progress evaluation and monitoring regarding the outcome of MoU shall be done on a regular basis (Annually/ biannually/ quarterly). Shortcomings, if any, shall be addressed and amendments have to be done accordingly to ensure smooth running of the activities targeted in the MoU.

9. EXCLUSIVITY & CONFIDENTIALITY

This agreement is personal to both parties and neither party can assign this agreement nor the rights and privileges herein to anyone without the written permission of the other party.

Both parties shall not disclose, share or transfer any Intellectual property, Confidential information, Research Data & Information, Financial & Technical information and any other documents exchanged between them for research and collaborative activities covered under the framework of this agreement to a third party without written consent from the other party.


**Comtrust Eye Hospital,
First Party**


**UoC,
Second Party**

10. PUBLICATION

Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give 30-day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate agreement.

11. INTELLECTUAL PROPERTY RIGHTS SHARING

All pre-existing IP shall be owned by the respective owner.

For new IP generation, a separate agreement shall be initiated with mutual consent by both the parties, for each project/program.

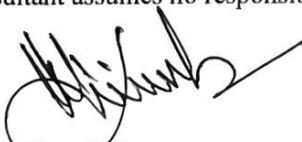
12. TERM AND TERMINATION

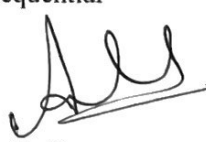
a) Term: This Agreement shall take effect immediately from the Date of release of budgeted amount and continue to remain in full force and effect for a period of 24 (Twenty Four) months completion of Phase 1 & 2 (One & Two) and the Parties have the option of renewing the same (hereinafter, the "Term"), unless terminated earlier in accordance with this Agreement.

b) Termination: Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property. The Parties shall give a notice of 1 (one) month prior to termination.

13. INDEMNIFICATION.

Client agrees to hold Consultant harmless for any such damages that may arise from Consultant's work project. In no event shall Consultant be liable for any direct, indirect, punitive, incidental, special consequential damages, patient/hospital related whatsoever arising out of or connected with the proposed project. Consultant assumes no responsibility for any special, incidental, indirect, or consequential


Comtrust Eye Hospital,
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Second Party

damages of any kind, or any damages whatsoever (including without limitation, those resulting from her research work: (a) user or Client reliance on the materials or documents produced (b) costs of replacement writings, training, or documents (c) loss of use, data, or profits (d) delays or business interruptions, (e) and any theory of liability, arising out of or in connection with the use or performance of Consultant's work whether or not Consultant has been advised of the possibility of such damages.

14. LIABILITY.

The consultant will not be liable to any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages.

15. MISCELLANEOUS.

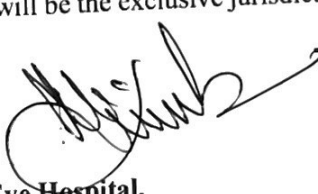
a) Entire Agreement: This Agreement, and any annexures, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

b) Amendments and Assignment: This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable). This Agreement shall not be assigned by either party without the express, written consent of the other party.

c) Severability: If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

d) No Waiver: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

e) Dispute Resolution, Governing Law and Jurisdiction: i) The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any claim arising out of or relating to this Agreement shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. All hearings will be held in Calicut and shall be conducted in English. The parties shall each appoint an arbitrator who shall then appoint a sole arbitrator to preside over the Arbitration proceedings. ii) This Agreement shall be governed by and construed in accordance with the laws of India. The adjudication of any dispute will be the exclusive jurisdiction of the courts of law.


Comtrust Eye Hospital,
First Party


UoC,
Second Party

f) Notice: Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier or emailed to the address set forth above. Such communications shall be effective when the addressee receives them.

The Parties have read and understood all the terms herein and are voluntarily, free of any coercion, signing this Agreement on the date stated in the introductory clause.



Dr Prakash V.S (Client)
Medical Director
Comtrust Eye Hospital



Dr Anu Joseph (Consultant)
Associate Professor, Dept of Biotechnology
University of Calicut

Date:
Seal:

Date:
Seal: