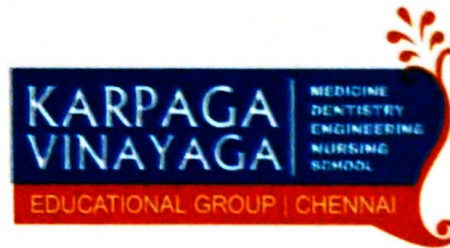


**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**



**Karpaga Vinayaga College of Engineering and Technology &**

**Karpaga Vinayaga Institute of Medical Sciences**

G.S.T. Road, Chinna Kolambakkam, Maduranthagam TK,

Chengalpattu District- 603308, Tamil Nadu

**and**

**BrainSightAI**

**BrainSight Technology Private Limited**

**No. 677, 1st Floor, 27th Main, 13th Cross, HSR Layout, Sector 1, Bangalore - 560102**

**Bengaluru - 560102**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this 26<sup>th</sup> of July 2021.

Between

**Karpaga Vinayaga College of Engineering and Technology (KVCET) and Karpaga Vinayaga Institute of Medical Sciences (KIMS) GST Road, Chinna Kolambakkam, Padalam – 603308, Madhuranthagam (Tk.), Chengalpattu (Dt.), Tamil Nadu of the First Part.**

and

**M/s BrainSight Technology Private Limited, No. 677, 1st Floor, 27th Main, 13th Cross, HSR Layout, Sector 1, Bangalore – 560102** referred to as “BrainSightAI”, which expression shall, where the context so admits, include its successors and permitted assigns), of the Second Part,

KVCET & KIMS and BrainSightAI, are hereinafter individually referred to as “Party” and collectively referred to as “Parties”.

### 1. PREAMBLE

- 1.1 WHEREAS, BrainSightAI, an Indian health tech company using a combination of deep tech like AI, brain mapping and 3D visualization to solve the most pressing problems in the neuro-psychiatric and neuro-oncological space. Leading establishments have placed their trust in the company through partnerships, research grants and affiliation to accelerator programs.
- 1.2 BrainSightAI provides neuroscience based evidence for psychiatrists, neurologists and neurosurgeons; and a private and empathetic digital aid for patients which enable greater precision in diagnosis and prognosis for neurological and psychiatric disorders. Psychiatrists and Neurologists with a bias for technology driven healthcare solutions are joining hands with BrainSightAI on this mission.
- 1.3 The institute shall recognize BrainSightAI for conducting collaborative research work in the areas of Artificial Intelligence, and related areas of Medicine, Engineering and Technology. Based on individual merits and regulation, the scientists/officers of the BrainSightAI shall be recognized as co-guides for guiding research projects of the students of KVCET & KIMS based on mutual consent. The Institute shall provide facilities like laboratories, library, and fields subject to availability, for conducting research work by the company as and when available and except during examinations.

1.3 The Parties hereby express their willingness to combine their resources for research and development of related Engineering fields.

## **2. SCOPE OF MoU**

The Parties have decided to enter into this Memorandum of Understanding to accelerate the creation of engineering workflows that can help in research into neuropsychiatric disorders. As part of the MoU, the parties will jointly work on the following activities:

### **2.1 BrainSightAI:**

- (i) Shall help to identify suitable Technology Projects which will provide student's real industry exposure
- (ii) Shall provide knowledgeable Mentors to facilitate KVCET & KIMS students and staff for mutually identified student's projects to be executed at both KVCET& KIMS and BrainSightAI premises and possible Research Collaboration
- (iii) Shall provide Guest Lectures and Tech Talks to enrich student's knowledge on current technology trends. The topics and schedule will be mutually agreed.
- (iv) Shall undertake to systematically provide access to BSAI tools to process fMRI and sMRI according to the License agreement
- (v) It is understood that within forty-five (45) days prior to the expiration of the Agreement, and in order to enable BSAI to proceed with a complete inventory of BSAI Offerings used by the Sponsored Party and to which the Annex "Special Terms and Conditions" of the License Agreement shall continue to apply, the BSAI party shall meet with the University team to amend the License Agreement and list the BSAI Offerings therein.

### **2.2 KVCET& KIMS:**

- (i) Shall facilitate its faculty, researchers and students to engage with BrainSightAI in design and technology services on mutual consent in the related areas of expertise in Engineering and Technology
- (ii) Shall work with BrainSightAI on its real time projects by providing students who will execute it with the knowledge, guidance and support of the Mentors and Coaches from BrainSightAI which will be beneficial to both the parties
- (iii) KVCET & KIMS will provide necessary space and security system required for the work assigned to be carried out subject to availability

- (iv) KVCET & KIMS will share Neuro Scan reports to BrainSightAI after consent from Ethical Committee
- (v) KVCET & KIMS will maintain confidentiality of the projects entrusted
- (vi) KVCET & KIMS shall use the BSAI offerings only for the purpose of the Project and duration of license agreement

### **2.3 GENERAL:**

- (i) The Parties would provide technical support as mutually agreed upon.
- (ii) The Parties would undertake and execute the mutually agreed tasks within a stipulated time frame as detailed in project reports submitted by either Party from time to time.
- (iii) The Parties may also enter into a separate arrangement/ agreement on a project-to-project basis, as the case may be, on such terms and conditions as may be mutually agreed by the Parties.
- (iv) Financials will be included and carried out as per parameters discussed and finalized by both the parties on written consent.
- (v) Either Party would nominate one nodal personnel each for coordinating the activities mentioned above and inform the same to the other Party.

### **3. DURATION OF MoU**

The total time-frame of the engagement would be for a period of 2 years from the date of signing this MoU. The term of this MoU may be extended as may be mutually decided by the Parties.

### **4. FINANCIAL ARRANGEMENT**

No financial commitment from any Party will be assumed unless a formal approval / acceptance to that effect has been accorded through a signed arrangement between both the Parties prior to starting of the work.

### **5. INTELLECTUAL PROPERTY RIGHTS**

#### **2.2 Ownership**

Ownership of results: The two parties shall share the intellectual and industrial property rights attached to the Results of the research collaboration. Said rights shall include, in particular, the rights for reproduction, distribution, representation, modification, adaptation and translation on all media and materials, worldwide, and for the duration of the intellectual property rights.

**2.3 License to use the Karpaga's distinctive signs granted to BrainSightAI**

BrainSightAI is authorized, free of charge, for the whole world and for the duration of the intellectual property rights, to use and distribute the distinctive signs of Karpaga and to grant sublicenses thereto, including, without limitation, University's company name, its commercial denomination, its logos, its brand linked to the Results, its label, the packaging of the Results, under the following conditions:

(i) Said distinctive signs must be cited, mentioned, reproduced or represented, (ii) on any media, known or developed in the future, including the Internet, and (iii) for the purposes of promoting the sponsorship, for public relations actions, interviews, relations with the media (in particular press kits, articles and press releases), as well as for the purposes of advertising and promoting BrainSightAI and BrainSightAI's products and services.

Furthermore, in the event that natural persons representing the University (employee, director or any other individual) agree to be recorded in the BrainSightAI's communication materials, the University shall obtain the necessary authorizations from aforementioned natural persons for reusing their voice, image, last name or other items relating to individuals. The University ensures that the aforementioned individuals are informed of the fact that their Personal Data will be processed in accordance with the procedure laid down in article 9 "Personal Data".

The University guarantees that University indeed owns its distinctive signs or that said signs are owned by a holder who has authorized University to grant to the BrainSightAI the right of use thereof, as stipulated by the Agreement. Consequently, the University guarantees that the rights granted to the BrainSightAI under the Agreement do not violate the rights of any third party.

**2.4 License to use the Results granted to the BrainSightAI**

The University shall grant to the BrainSightAI a non-exclusive, non-revocable license, which may lead to sublicensing, which is transferable, worldwide and free of charge, for the duration of the intellectual property rights, authorizing BrainSightAI to use, reproduce, distribute, represent and adapt the Results that University forwarded to BrainSightAI and which were accepted by the latter, on any medium (including Websites) for the purposes of public relations actions, interviews, media relations (in particular press kits, articles and press releases), in accordance with the global communication plan developed by mutual agreement between the BrainSightAI and the University, as provided in article 3 hereof, as well as for the purpose of advertising and promoting the BrainSightAI's products and services.

The University guarantees that it owns the intellectual property rights attached to the Results, or that it is authorized by the owner of the intellectual property rights to grant the rights described in the Agreement. The University warrants that the

rights granted to the BrainSightAI under the Agreement do not violate the intellectual property rights of a third party.

#### **2.5 Right granted to the University to access and use BSAI Offerings**

To access and use BrainSightAI Offerings, the University shall have to order them via a Transaction Document, as provided in the License Agreement. The License Agreement shall be concluded between the University and the BrainSightAI. The License Agreement describes the right to access and use the BrainSightAI Offerings ordered by the University.

The University shall use the BrainSightAI Offerings only for the purposes of the Project and for the duration of the License Agreement

5.1 In all publications arising out of any joint project, role of either Party would be acknowledged.

5.2 Any new projects or kits or course manuals developed for the purpose of mentoring or learning, the ownership of the content developed shall be with BrainSightAI

5.3 Ownership of any intellectual property created / developed through collaborations under this MoU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case-to-case basis prior to starting of work.

### **1. CONFIDENTIALITY**

Except as otherwise contemplated by this MoU, each Party (the "receiving party") undertakes that, in order to protect the proprietary interest of the other Party (the "disclosing party") in the disclosing Party's confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party's confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to

- (i) Information which is public other than because of a breach of this clause;
- (ii) Disclosure required by law; or
- (iii) Disclosure to a Party's related companies, auditor, banker or advisors.

## 2. AMENDMENTS TO MoU

This MoU may be amended with mutual consent of both the Parties through an exchange of correspondence. No amendment of any provision of this MoU or any Addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hereto.

## 3. TERMINATION OF MoU

8.1 This MoU may be terminated by either of the Parties forthwith if the other Party commits breach of any of the terms hereof and shall have failed to rectify such breach within thirty (30) days of the notice in this behalf having been served on it by the other Party.

8.2 In addition to the reasons for termination as set forth above, this MoU may be terminated forthwith if either of the Parties voluntarily or involuntarily enters into composition, bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed.

## 4. NOTICES

9.1 All notices and other communications required to be served on KVCET& KIMS and BrainSightAI under the terms of this MoU, shall be considered duly served if the same is delivered by way of registered post, courier service, personal delivery, fax or through electronic mail to the Party at its last known address of business.

9.2 All notices shall be deemed to have been validly given on (a) the expiry of seven days after posting if sent by registered post, or (b) the business date of receipt, if sent by courier. In case of an electronic mail, the notice shall be considered to be delivered on the date of receipt of such mail.

## 5. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, lockouts, Epidemics, Riots, Civil Commotions, etc., provided on the occurrence and cessation of any such event, the affected Party thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

## 6. ASSIGNMENT OF MoU

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The rights and / or liabilities arising to any Party of this MoU shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

## 7. DISPUTE RESOLUTION AND ARBITRATION

- 12.1 In the event of any dispute arising between Parties with regard to any terms/conditions or this MoU, the Parties would refer the dispute to a two-member committee consisting of a representative of each of the Parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MoU and cause of the Organizations.
- 12.2 If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed jointly by the Parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The jurisdiction of the arbitration shall be Chennai. The cost of the arbitration proceedings shall initially be borne jointly by the Parties and finally by the Party against whom the award is passed.

## 8. COMMUNICATION/NOTICE

### 13.1 Method of Notice.

The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized, next-day courier service, or (iii) registered postal services, or (iv) or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to:

Parting First Part (the "BrainSightAI")	Parting Second Part (the "KVCET& KIMS")
<i>The Founder</i>	<i>The Principal</i>
<b>BrainSight Technology Private Limited</b>	<i>Karpaga Vinayaga College of Engineering and Technology</i>

*The Principal*  
Karpaga Vinayaga Institute of Medical Sciences



13.2 **Receipt of Notice.** A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 [fifteen] days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.

14 Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore.

**For and on behalf of M/s BrainSight Technology Private Limited**

DocuSigned by:  
*Laina Emmanuel*  
02708150F93A43D  
Laina Emmanuel  
CEO  
BrainSight Technology Pvt Ltd  
No. 677, 1st Floor, 27th Main, 13th Cross,  
HSR Layout, Sector 1, Bangalore - 560102  
Bengaluru - 560102

7/26/2021  
Date: \_\_\_\_\_

**For and on behalf of KVCET & KIMS**

*[Signature]*  
Dr. P. Kasinatha Pandian  
Principal  
Karpaga Vinayaga College of Engineering and Technology

Principal  
Karpaga Vinayaga College of Engineering & Technology  
Chinnai Kolambakkam - 603 308  
Kancheepuram Dt. Tamil Nadu

*[Signature]*  
Dr. Sufala Sunil Viswasrao  
Principal  
Karpaga Vinayaga Institute of Medical Sciences  
G.S.T. Road, Chinna Kolambakkam,  
Chengalpattu - 603308

Date: 26.07.2021



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMILNADU

பெயர் : KARPAGA VINAYAGA EDUCATIONAL TRUST

உள் : G.S.T. ROAD, PALAYANOR POST,  
MADURANTHAGAM TALUK,

தேதி : 15.2.2022

எண் : 3187

CE 257891

M. ஆதிநாராயணன்  
மு.தா விற்பனைபாளர்  
2. ஏண் 18/CGL 2008  
மதுராந்தகம்-603 306

Memorandum of Understanding (MoU)

Between

Karpaga Vinayaga Institute of Medical Sciences

And

KK Biotech (Delhi NCR) and

Genotypic Technology Pvt Limited (GTPL) and Dhiti Omics Technologies Pvt Ltd,  
(DTPL)

This MOU is executed and entered on this Day of 16th February 2022 by and between

Karpaga Vinayaga Institute of Medical Sciences here in after referred to as (KIMS),  
Chinna Kolambakkam, Palayanor, Matduranthakam, Tamil Nadu 603308, a premier higher  
education and a healthcare services provider with research and innovation as one of its  
focused activities.

and

1. **KK Biotech**, here in referred to as KKB a company with registered office at H.No.1356, Sector 37, Faridabad, Haryana 121003, (GSTIN 06AAAPK0156D1ZE, established to promote Biotechnology among aspiring and practicing Biotechnologists and assistance for colleges and Universities to promote modern areas of Biotechnology-based Research, Development, Demonstration and Dissemination(RDDD).

and

2. **Genotypic Technology Pvt Limited**, here in referred to as GTPL, a company incorporated under the Indian Companies Act, 1956, having its registered office at # 259, Apoorva 4<sup>th</sup> Cross, 80 ft Road, RMV II Stage, Bangalore 560 094 is the first Genomics service provider in India providing Microarray, Next Generation Sequencing (NGS) and Bioinformatics services and solutions to domestic / international pharma, biotech companies and academia. Set up in 1998, Genotypic commenced its business operations in 2000. Genotypic is World's first company to be Agilent technologies Certified Service Provider for three major microarray applications and India's first Certified Service Provider for Ion Torrent PGM. Genotypic is the First Genomics Company to run its business processes on SAP ByD. An ISO 9001: 2015 accredited company with 11,000 square feet genomics facility in Bangalore, India. Since 2017, Genotypic is the exclusive distributor for Oxford Nanopore Technologies, UK in India and provides sequencing devices, flow cells, reagents for NGS data generation and software for data analysis. The constituent entities of Genotypic Technology include its Associate companies.

and

3. **Dhiti Omics Technologies Pvt Ltd**,(DTPL) a clinical diagnostics company with expertise in molecular and genomics based diagnostics herein referred to DTPL

Whereas KIMS after mutual discussions with KKB, GTPL (along with DTPL) is desirous of establishing cooperative relations in furtherance of their shared objectives with KKB, GTPL (along with DTPL) for facilitating KIMS to enter Genomics area by establishing Genomics and Genome informatics facilities at KIMS and collaborating on Research, Education and Training programs and therefore agree as follows:

#### 1. AREAS OF COLLABORATION

Subject to the availability of resources and the mutual agreement of all the three parties, collaboration will be undertaken through activities or programs such as:

1. Building of a Genomics facility at KIMS to cater to the training and Research activities of KIMS
  2. Genomics research for diagnosis and clinical marker development  
Develop collaborative research, products and educational programs
  3. Certificate programs and courses on genomics medicine and related area
  4. Identify and mobilize funding opportunities and marshal available resources for joint activities which would lead to public good and mutually beneficial research outcome and activities to each of the institution.
  5. Training and capacity building of mutual personnel-
  6. Conduct seminars and workshops.
  7. Facilitate Post graduates to undertake Research as part of their thesis work
- Responsibilities:



- a. KIMS will fund the infrastructure setup for a Genomics lab and also provide space and manpower as required
- b. GTPL and DTPL shall build the Genomics facility in a manner that can be used for clinical research and training by KIMS
- c. GTPL and DTPL shall provide the necessary training/Trained manpower and operate the facility for a period of 1 year or until such time that the team at KIMS can independently run the facility
- d. DTPL will share expertise on implementation of genomics in clinical diagnostics and provide the necessary panels and workflows for testing
- e. KK Biotech will share expertise in Diagnostics and Cell based clinical developments to establish a vibrant Research group in emerging areas of Medical Sciences with doctors, Graduates and Post Graduates to gain an insight into research based clinical practices.

## 2. NON-DISCLOSURE AGREEMENT

All the three organizations agree to enter into an NDA (non-disclosure agreement) after the execution of this MOU and thereafter work together to identify areas of collaboration on a more detailed and specific basis and thereafter the terms, intellectual property rights, and budget for each program or activity agreed to be implemented under this MOU will be made and executed as a separate Agreement as may be required and shall be mutually agreed upon in writing prior to its initiation. Such programs and activities shall be approved by authorized individuals from each party.

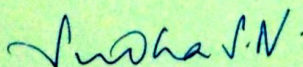
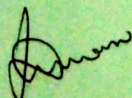
3. Each institution shall designate a liaison officer to facilitate timely and accurate communications between the parties.
4. For the purposes of this memorandum of understanding and all addenda hereto encompassing specific programs between the KIMS,GTPL (and DTPL) and KKB, it is understood and agreed that no party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This memorandum of agreement and all addenda shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

## 5. DISPUTE RESOLUTION

Disputes, if any, in execution of this MOU or any specific Agreement emanating from this MOU shall be settled amicably by both the parties. If any differences persist, the same shall be finally resolved by arbitration which is binding on both the parties failing which all disputes and resolutions will be under the jurisdiction and courts at Chennai and will be governed under the laws of India.

## 6. CONFIDENTIALITY

Any information furnished by either party to the other shall be treated as confidential. Neither party shall disclose such information unless specifically authorized by the other or required to do so by law.



**7. RENEWAL, TERMINATION, AND AMENDMENT**

This MOU shall remain in force for a period of five (5) years from the date of this MOU, with the understanding that it may be terminated by either party giving ninety (90) days written notice to the other party.

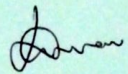
The activities under this MOU will be reviewed on a biannual basis as mutually agreed and plans for future activities will be developed each year immediately following the review.

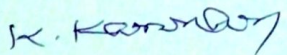

This MOU may be amended with the consent of both parties to this MOU through a written addendum executed by authorized individuals of both institutions. Such addenda, once signed by both institutions, will become part of this MOU.

This MOU is signed in English in two (2) sets of originals, both being equally valid in all respects and each party having one set of original with them.

This MOU shall be binding upon both the parties after duly signing by authorized representatives and shall be effective as of the date of execution of this MOU.

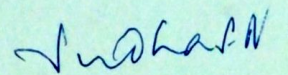
IN WITNESS WHEREOF, the parties hereto have signed below.

Signature   
Name DR. R. ANNAMALAI  
Designation TRUSTEE

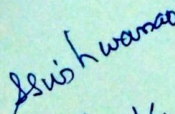
Signature   
Name KRISHNAMOORTHY KANNAN  
Designation Founder 

SIGNED for & on behalf of  
KIMS

SIGNED for & on behalf of  
KKBiotech

Signature   
Name SUDHA NARAYANA RAO  
Designation EXECUTIVE DIRECTOR.

SIGNED for & on behalf of  
Genotypic Technology Pvt Ltd and  
Dhiti Omics Technologies Pvt Ltd

Witness   
Dr. Suresh Vishwasrao  
Principal.

Place Maduranthagam.

Date 16.02.2022

## MASTER SUBSCRIPTION AGREEMENT

This Agreement ("**Agreement**") is entered into on this 29<sup>th</sup> day of January, 2021 between KARPAGA VINAYAGA INSTITUTE OF MEDICAL SCIENCES ("**Institution**") and MEDISIM VR Pvt. Ltd. ("**MSVR**"). This Agreement includes and incorporates the Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. **Definitions.**

"**Agreement Effective Date**" has the meaning set forth in the Order Form.

"**Fees**" means the fees described in the Order Form.

"**Institution Data**" means all electronic data or information submitted by Institution and/or its Users to the Service.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means the order form to which this Agreement relates, which Order Form is attached to, and incorporated by reference in the terms and conditions of, this Agreement.

"**Service**" means MSVR's engagement with the institution in setting up of the Virtual Reality Simulation Lab (VRSL), providing the required hardware on rental basis and offering training by allowing access to its VR software for the institution & its users

"**Student User**" means a student of the Institution who accesses the Service.

"**Term**" has the meaning ascribed to that term in Section 8.1.

"**User**" means Student User, individual or entity that is authorized by Institution to use the Service, and who has been supplied a user account and password by MSVR for the Service.

"**VRSL**" is the abbreviated form of Virtual reality simulation lab

Any other capitalized terms not otherwise defined in this Agreement shall have the meanings attributed thereto in the Terms of Use.

## 2. **Grant of License.**

**1. Provision of Service.** Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees, MSVR shall make the Service available to Institution during the Term for Institution's internal use. Other than as expressly set forth in this Agreement, MSVR shall make the Service available to Users in accordance with, and subject to, the Terms of Use.

**2. User Accounts.** User accounts are for use by designated Users and cannot be shared or used by more than one User and may not be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Users shall be required to accept (and/or reaccept) the Terms of Use in such manner as MSVR may reasonably require from time to time. Other than to the extent specifically modified by this Agreement, the Institution and the Users shall comply with the Terms of Use in connection with their use of the Service.

**3. MSVR Responsibilities.** In addition to roles & responsibilities mentioned in the executed MOU document, MSVR shall: (i) maintain the security and integrity of the Service and the Institution Data; (ii) not disclose the Institution Data or Student Data to anyone other than Institution and the applicable Users(s) (except for the purposes of performing its obligations or exercising its rights under this Agreement); (iii) provide individual user accounts to the enrolled students and allow institution access to the accounts to be able to track user performance (iv) comply with the applicable laws of the United States and India in providing the Services (v) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which MSVR shall give prior notice via the Service; or (b) any unavailability caused by circumstances beyond MSVR's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving MSVR employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within MSVR's possession or reasonable control, and denial of service attacks.

**4. Institution Responsibilities.** In addition to roles & responsibilities mentioned in the executed MOU document, Institution shall: (i) comply with, is wholly responsible for, and shall ensure compliance by its Users with, the 'Terms of Use'; (ii) guarantee annual enrollment and subscription to MSVR services from a minimum of 200 students; (iii) be wholly responsible for the payment of subscription 'fees' by the enrolled students; (iv) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MSVR promptly of any such unauthorized access or use; (v) comply with all applicable local, provincial, state and federal laws in using the Service; (vi) provide MSVR access to the VRSL and to communicate with the Institution's instructors and student users in order to train, promote and acquire feedback to improve usage of the service; (vii) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute,

time share or otherwise commercially exploit or make the Service available to any third party; (viii) not interfere with or disrupt the integrity or performance of the Service or the data contained therein; (ix) for certainty, the indemnification obligations of the Institution set forth in this Section 2 shall supersede and replace any indemnification obligations on the part of the Institution set forth in the Terms of Use, but shall not limit the indemnification obligations on the part of any Student Users set forth in such Terms of Use. Student User's will sign separate Terms of Use with MSVR for his/her access to and use of the Service.

### **3. Fees & Payment.**

**1. Fees.** (i) In consideration for the receipt of Services the Institution shall ensure that a minimum guarantee of 200 students enroll for annual subscription & pay MSVR the Fees thirty (30) days prior to the beginning of the financial year or on or before March 1st of every year, whichever comes first. All amounts are to be paid by the student/user directly to MediSim VR Pvt. Ltd. account. MSVR shall provide all enrolled students with individual user accounts and submit complete payment details of the users to the institution (ii) In consideration for setting up of the VRSL, investment on the necessary hardware, supply & maintenance of the hardware, the institution shall pay MSVR a monthly hardware rental fee and an annual maintenance cost, charged monthly; as represented in the order form. The hardware rental charges are subject upto 10% increase year on year.

**2. Invoicing & Payment.** (i) Fees for the Service will be invoiced directly to the students. Unless otherwise stated in an invoice, charges are due net thirty (30) days from the invoice date and are non-refundable. In the case where there is a shortage of the minimum guaranteed student enrollment, the difference shall be covered by the institution and will be invoiced directly to the Institution and are due net thirty (30) days from the invoice date unless otherwise stated in an invoice. (ii) Fees for the hardware rental and hardware maintenance will be invoiced directly to the Institution on a monthly basis. Unless otherwise stated in an invoice, charges are due net thirty (30) days from the invoice date and are non-refundable.

**3. Taxes.** Unless otherwise stated, MSVR's fees do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "Taxes"). If MSVR has the legal obligation to pay or collect Taxes from the users, it will be charged additional to the fee and will be listed on the invoice. If MSVR has the legal obligation to pay or collect Taxes from the Institution, the appropriate amount shall be invoiced to and paid by Institution, unless Institution provides MSVR with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4. Suspension of Service.** If any user account is thirty (30) days or more overdue, MSVR reserves the right to suspend the Service provided to the user, until such amounts are paid in full. If any amount charged to the institution is thirty (30) days or more



overdue, MSVR reserves the right to suspend the Service provided to the Institution until such amounts are paid in full. If the overdue crosses (60) days, MSVR reserves the right to cancel all user enrollments without prior notice & retrieve all of its fixtures, furniture & hardware from the Institution.

#### **4. Proprietary Rights.**

**1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, MSVR reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Institution hereunder other than as expressly set forth herein.

**2. Restrictions.** Institution shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service or The Terms of Use; (d) frame or mirror any content forming part of the Service; (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service; or (f) use all or any portion of the Service for hazardous purposes requiring fail-safe performance, such as aircraft navigation, air traffic control, or weapons systems, in which the failure of the Service could lead directly to death, personal injury, or severe physical or environmental damage.

**3. Suggestions.** MSVR shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Institution or its Users relating to the operation of the Service.

#### **5. Confidentiality.**

**1. Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential and proprietary information of a party (the “**Disclosing Party**”) disclosed to the other party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Institution Data, Student Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) is received from a

third party without breach of any obligation owed to the Disclosing Party or (v) is required to be disclosed by applicable law or legal proceedings.

**2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

**3. Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

**4. Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**5. Publicity.** Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Each party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

## **6. Warranties & Disclaimers.**

**1. Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. MSVR represents and warrants that the Service will not contain or transmit to Institution any Malicious Code (except for any Malicious Code contained in User or Institution-uploaded materials or otherwise originating from Institution or a User)

**2. Disclaimer.** Except as expressly provided herein, MSVR makes no representations and provides no warranties or conditions of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied representations, warranties and/or conditions, including any representations, warranties and/or conditions of merchantability, merchantable quality, durability, title, non-infringement, satisfactory quality or fitness for a particular purpose, to the maximum extent permitted by applicable law.

## **7. Indemnification & Limitation of liability.**

**1. Indemnification.** Subject to this Agreement, MSVR shall indemnify Institution against any damage (including reasonable attorneys' fees) awarded to a third party against Institution by a court of competent jurisdiction in any proceedings made or brought against Institution by a third party alleging that the use of the Service as contemplated hereunder infringes a Indian or United States intellectual property rights of a third party ("**IP Claims**"); subject to the condition that Institution (a) promptly gives written notice of each IP Claim to MSVR; (b) gives MSVR sole control of the defense

and settlement of each IP Claim (provided that MSVR may not settle or defend any IP Claim unless it unconditionally releases Institution of all liability); and (c) provides to MSVR, at MSVR's cost, all reasonable assistance in respect to each IP Claim.

**2. Limitation of Liability.** in no event shall MSVR's aggregate liability arising out of or related to this agreement, whether in contract, tort (including negligence) or under any other theory of liability, exceed the amounts actually paid by and due from customer hereunder in the twelve months preceding the incident giving rise to liability.

**3. Exclusion of Consequential and Related Damages.** in no event shall either party have any liability to the other party for any lost profits or for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business, loss of profits, business interruption, loss of data, lost savings or other similar pecuniary loss) however caused and, whether in contract, tort (including negligence) or under any other theory of liability, whether or not the party has been advised of the possibility of such damages.

**4. Certain Damages Not Excluded.** notwithstanding the foregoing, no limitation of either party's liability set forth in this agreement shall apply to (i) damages arising from a party's breach of its confidentiality obligations, (ii) damages arising from any infringement and/or misappropriation of a party's intellectual property rights; or (iii) any claims for non-payment.

## **8. Term & Termination.**

**1. Term of Agreement.** This Agreement shall commence as of the Agreement Effective Date and shall continue in effect for the term (the "**Initial Term**") set forth in the Order Form. Thereafter, the term of the Agreement shall be automatically renewed on the expiry of the Initial Term for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a "**Renewal Term**"), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "**Term**"

**2. Termination for Cause.** A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party fail to comply with the terms and conditions of this agreement or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**3. Outstanding Fees.** Termination shall not relieve Institution of the obligation to pay any fees accrued or payable to MSVR prior to the effective date of termination.

**4. Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 5 through 9.

9. **General Provisions.**

**1. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**2. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given in the manner set forth in the Terms of Use; provided, however, that notice of any e-mail communication shall be deemed to be received 48 hours after an e-mail is sent.

**3. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**4. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**5. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, each party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**6. Governing Law.** If the Institution resides in Canada and uses the MSVR Service in Canada, this Agreement is to be construed under the laws of the Province of Ontario. If the Institution reside in Australia or New Zealand and use the MSVR Services in Australia or New Zealand, this Agreement is to be construed under the laws of New South Wales. If the Institution resides in India and uses the MSVR Service in India, this Agreement is to be construed under the laws of New Delhi, India. Otherwise, this Agreement is to be construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. In the event of a dispute arising out of or in connection with the terms of this Agreement between Institution and MSVR, then Institution agrees to attempt to settle the dispute by engaging in good faith negotiations with MSVR in a process of mediation before commencing arbitration or litigation. The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
KARPAGA VINAYAGA INSTITUTE OF MEDICAL SCIENCES  
AND  
MEDISIM VR INC.,**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between **MEDISIM VR INC.**, an incorporated company having a principal place of business at 245 Main street, Cambridge, Massachusetts, MA 02142 ("**Company**") and **KARPAGA VINAYAGA INSTITUTE OF MEDICAL SCIENCES**, located at GST Road, Chinna Kolambakkam, Palayanoor, Maduranthakam, TN 603308 ("**KIMS**").
2. **Purpose.** Endeavoring to collaborate in offering a comprehensive simulation solution, the parties to the agreement after approval by their responsible authorities, agree to conclude this Memorandum on academic cooperation. This MOU is of mutual interest and benefit to **Company** and **KIMS**, and will further the healthcare teaching and training objectives of **KIMS**. The purpose of this MOU is to establish the terms and conditions under which the VRSL (Virtual Reality Simulation Lab) will be set-up and function.
3. **Terms of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 36 months. Either party upon 90 days written notice may terminate this MOU without cause. The notice shall be delivered by hand or by certified mail to the address listed above.
4. **Modes of Collaboration.** The Company shall collaborate with KIMS as its exclusive Virtual Reality technology partner and operate VRSL on campus along with KIMS. The parties shall together endeavor to collaborate through a broad range of strategies, which in the initial stages of cooperation shall include; enriching the educational environment, adding value to the student's learning experience, increasing individual simulation opportunities and to help improve student competence.
5. **Responsibilities of Company.**
  1. to conduct a site survey, understand requirement and submit a proposal
  2. to procure & provide all the necessary hardware on annual lease/rental basis
  3. to set up & launch the Virtual Reality Simulation Lab (VRSL)
  4. to conduct, build, analyze, assist, provide various simulation training methodologies
  5. to conduct technology training for KIMS simulation team members
  6. to ensure trouble free access to subscribed modules & reports
  7. to manage & maintain the backend infrastructure for seamless operation
  8. to provide software upgrades, collect relevant user data & feedback

6. Responsibilities of KIMS.

1. to provide the necessary space required for the VRSL and cover all the maintenance, consumable & repair costs associated in managing the space
2. to ensure the space has 24 hour power supply with back-up, air conditioning, sufficient lighting & electrical lines necessary for all the systems
3. to assure a minimum of 200 student enrollment
4. to provide single point of contact & VRSL access to MediSim VR engineers & technicians
5. to ensure proper handling & damage free usage of the hardware

7. General Provisions **A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** Each party shall comply with all federal, state, and local laws, ordinances and regulations in relation to this Agreement. The substantive laws of the State of Massachusetts govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.

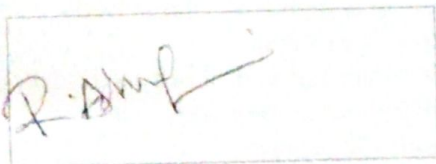
**C. Entirety of Agreement.** This MOU, consisting of 2 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. Confidentiality For the avoidance of doubt, all Background information used in connection with the operation of the VRSL shall remain the property of the Party introducing the same. Nothing in this MOU shall affect ownership of any background. KIMS shall not make any claim on Company's technology, content, know-how, trade secrets, or patents.

9. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

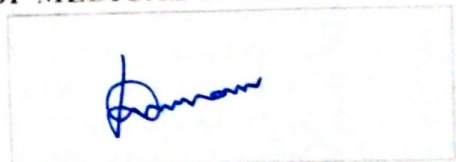
The effective date of this MOU is the date of the signature last affixed to this page.

**MEDISIM VR INC.,**



DR. ADITH CHINNASWAMI  
Co-Founder  
Date: 22/01/2021

**KARPAGA VINAYAGA INSTITUTE  
OF MEDICAL SCIENCES**



DR. R. ANNAMALAI  
Managing Director  
Date: 22.01.2021

## SAAS SERVICES ORDER FORM

<b>Customer:</b> KARPAGA VINAYAGA INSTITUTE OF MEDICAL SCIENCES ("Institution")	<b>Signing Authority:</b> Dr.R.Annamalai, Managing director
<b>Address:</b> GST Road, Chinna Kolambakkam, Palayanoor, Maduranthakam, TN 603308	<b>Phone:</b> 9842966224
<b>Country:</b> India	<b>E-Mail:</b> annuregu@yahoo.com
<b>Services:</b> Setting up of the Virtual Reality Simulation Lab (VRSL), providing & maintaining the required hardware on rental basis and offering training by allowing access to its VR software for the institution & its users (the "Service(s)").	
<b>Services Fees:</b> INR 15,000 per year per student, payable in advance, subject to the terms of Section 3 herein.	<b>Agreement effective date:</b> 01/02/2021 <b>Initial service term:</b> 3 Years
<b>Service Capacity:</b> Minimum 200 students – Maximum 600 students	
<b>Hardware arrangement:</b> MSVR will plan, identify & procure the necessary hardware required for the VRSL and supply the same on a monthly rental basis. Institution shall pay MSVR the monthly rental Fee in accordance with the terms of Section 3 herein.	
<b>Hardware rental Fee (charged monthly):</b> INR 40,500	
<b>Hardware annual maintenance Fee (charged monthly):</b> INR 7,500	

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Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

16 AUG 2021

92AB 048663

T.V. Ompakash

T.V. OMPRAKASH (S.V.)  
195, MUTHURANGAM ROAD  
W. TAMBARAM, CHENNAI-4E  
No. 9593 / B1/2000 DT. 7.9.20  
Cell: 98413 19588.

**MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY ON  
INTEGRATED COUNSELING AND TESTING CENTRES (ICTCs)**

Memorandum of understanding (MOU)  
between

TAMIL NADU STATE AIDS CONTROL SOCIETY,  
SOLIDARITY AND ACTION AGAINST THE HIV INFECTION IN INDIA (SAATHI)

& **MADHURANTHAGAM**  
**KARPAGA VINAYAGA INSTITUTE OF MEDICAL SCIENCES ITC** (Name of Facility and Place)

This Memorandum of Understanding (MoU) is made on \_\_\_\_\_ day of \_\_\_\_\_ 21\_\_\_\_ by the Project Director, (hereafter referred to as "SACS"), [The Project Director, TANSACS, #417, Pantheon Road, Egmore, Chennai 600008]

AND

Solidarity and Action Against The HIV Infection in India, technical and implementing partner having its office at #New No.30 (Old No.S-23), 35<sup>th</sup> Cross Street, Besant Nagar, Chennai - 600090, through Mrs. Roshan, State Director, Svetana Project, TNKL SU.

AND  
**KARPAGA VINAYAGA INSTITUTE OF MEDICAL SCIENCES** a facility having its office at **MADHURANTHAGAM** acting through **D.R. SURESH VISHWAS**, the authorised signatory, hereinafter referred to as "**KVIMS**", which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives.



R. Roshan  
for

PRINCIPAL  
Karpaga Vinayaga Institute of Medical Science &  
Research Centre  
G.S.T. Road, Chinnakolambakkam,  
Palayanoor Post, Maduranthagam Taluk,  
Chengalpattu - 603 308.



## I. PURPOSE OF THE COLLABORATIVE PROJECT

The purpose of the Memorandum of Understanding (MoU) is to set up a certified facility integrated counselling and testing centre for HIV counselling and testing in a Private Sector/Not for Profit /Non Governmental Organisations run health facility through a public private partnership. The aim is to provide access to quality HIV counselling and testing services to clients who access private/not for profit health care system in both urban and rural areas of the country.

## II. RESPONSIBILITIES OF THE SACS:

1. To supply rapid HIV diagnostic kits (Only 1st test / 3 different antigens/ principles) in quarterly advance as per annual requirement to *Karpaga Vinayaga Institute of Medical Science & Research Centre* to availability of above kits with SACS. While every effort will be made to provide uninterrupted supply of above kits, SACS will not be held responsible for any shortage of above kits due to unforeseen circumstances.
2. To provide training of staff of ICTC (staff of facility) in HIV counselling and testing in NACO approved centers. If required more than one training will be provided by the SACS.
3. To supply IEC material required for an ICTC such as flip charts, posters, condom demonstration models, take home materials to *Karpaga Vinayaga Institute of Medical Science & Research Centre* as per requirement.
4. To supply condoms required for demonstration and distribution to clients coming to the ICTC as per requirement.
5. To supply prophylactic ARV drugs for prevention of transmission from HIV positive mother to their new born babies as per national protocol.
6. To evaluate the performance of the ICTC periodically as per monitoring and evaluation tools developed by NACO/SACS/DAPCU.
7. To provide Registers and Formats as per "Operational guidelines for Integrated Counselling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof.

## III. RESPONSIBILITIES OF *Karpaga Vinayaga Institute of Medical Science & Research Centre*

1. To provide a room with suitable, sufficient and convenient space to be used for counselling purpose with adequate furniture, lighting and privacy and any other infrastructure required.

*Prishwanad*  
PRINCIPAL  
Karpaga Vinayaga Institute of Medical Science &  
Research Centre  
G.S.T. Road, Chinnakolambakkam,  
Palayanoor Post, Maduranthagam Taluk,  
Chengalpattu - 603 308.



*R. Nagar*  
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2. To provide a laboratory equipped with refrigerator, centrifuge, micropipette, needle cutter, etc for HIV testing & blood sample storing facility.
3. To designate existing staff or appoint new staff for the posts of counsellor and laboratory technician in the ICTC. To also designate an existing Medical Officer as ICTC Manager.
4. To provide consumables such as needles, gloves, syringes, serum storage vials, microtips, etc. of standard quality required for HIV testing to the ICTC.
5. To provide counselling and testing services in the ICTC to any client who approaches the ICTC without discrimination as per protocol laid out in the guideline text per "Operational guidelines for Integrated Counselling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. The consultation charge will be used to defray cost for provision of the above services.
6. (For those facilities who opt only 1st test) On identification of a reactive client through the screening test, to refer the said client for confirmatory test and follow up services to either a government or PPP-ICTC as per the preference of the client through appropriate referral mechanism.
7. (For those facilities who opt 3 different antigens/principles) To prepare the Line List for those clients (General as well as ANC) who found reactive for 3 different antigens/principles.
8. To entirely bear the costs related to staff salary, infrastructure and consumables required for the ICTC.
9. To respect the privacy of clients and maintain confidentiality. Provide data protection systems to ensure that records of all those who are counselled and tested are not accessible to any unauthorized person.
10. To maintain quality assurance at the service delivery especially in HIV testing services as provided in the guideline text "Operational guidelines for Integrated Counselling and Testing Centre" published by NATIONAL AIDS CONTROL ORGANIZATION, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof.  
*Karpaga Vinayaga Institute of Medical Science & Research Centre* will be accountable for any substandard delivery of services.

11. (For those facilities who opt 3 different antigens/principles) to participate in EQAS (External Quality Assessment Scheme) as laid out in the above mentioned guideline text.  
*Karpaga Vinayaga Institute of Medical Science & Research Centre* will send samples in the first week of every quarter. The laboratory technician designated by *Karpaga Vinayaga Institute of Medical Science & Research Centre* to ensure that these samples are collected in the first week of Jan, Apr, July and Oct & sent to the SRL.

*Principals*  
PRINCIPAL  
Karpaga Vinayaga Institute of Medical Science &  
Research Centre  
G.S.T. Road, Chinnakolambakkam,  
Palayanoor Post, Maduranthagam Taluk,  
Chengalpattu - 603 308.



*R. Nagar*  
for

12. To send monthly report to the SACS/DAPCU in [naco-sims.gov.in](http://naco-sims.gov.in) and [naco-plhiv.gov.in](http://naco-plhiv.gov.in) format by 5th of every month through SIMS and maintain client records in registers and records supplied by the SACS/DAPCU.
13. To use all the IEC materials, condoms, items required for laboratory use, protective kits for delivery supplied by the SACS/DAPCU at the service delivery purpose by the *Karpaga Vinayaga Institute of Medical Science & Research Centre*
14. To maintain stock records for the all items and drugs provided by the SACS/DAPCU.
15. To maintain quality bio-medical waste management of disposable items those are used in HIV testing as per their standard protocol or respective State Government norms.
16. To ensure that staff working in the blood collection room and laboratory will observe universal safety precaution (USP).
17. To ensure that ICTC staff are aware of the PEP procedure and display the name and contact information of the PEP focal point/ person as well as the location where the PEP drugs are stored.
18. To follow the national protocol for ARV prophylaxis for prevention of parent to child transmission of HIV (PPTCT).
19. To attend coordination/review meetings conducted by SACS/DAPCU.
20. To ensure that no research or clinical trials are done on the clients who visit the ICTC or based on data of clients who visit the ICTCs.
21. To attend review meetings at the district level and SACS level as per the supervisory protocol that is provided in the "Operational guidelines for Integrated Counselling and Testing Centre" published by NATIONAL AIDS CONTROL ORGANIZATION, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. To allow access to authorized NATIONAL AIDS CONTROL ORGANIZATION/SACS/DAPCU staffs who visit the ICTC to the premises and records of the ICTC.
22. To permit SACS to periodically test designated counsellor and Lab. Technician for their knowledge, attitude and skills.
23. To follow the testing methodology & algorithm as mentioned in the "Operational guidelines for Integrated Counselling and Testing Centre" published by NATIONAL AIDS CONTROL ORGANIZATION, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof, in the laboratory by *Karpaga Vinayaga Institute of Medical Science & Research Centre*
24. To follow various guidelines under National AIDS Control Programme.

*Principals*  
PRINCIPAL  
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Palayanoor Post, Maduranthagam Taluk,  
Chengalpattu - 603 308.



*R. Nagar*  
for

25. Test kits supplied by SACS not to be used for routine screening of surgical patients of the facility.

#### IV. RESPONSIBILITIES OF Solidarity and Action Against The HIV Infection in India (SAATHII)

1. To provide support to SACS for scaling up of ICTC/PPTCT services in private hospitals and involve their expertise.
2. To provide support to SACS in the process of conducting trainings and workshops to private health sector for better understanding on the concept of PPP model-ICTC / PPTCT, their involvement and ownership, mandatory reporting to TANSACS, and policy changes.
3. To conduct the following technical support activities for initiation of PPP –ICTC services in the private hospitals, this includes: mapping of health facilities, facility assessment, signing of MoU, identification of nodal person and deputation of PPP staff, and space for ICTC/PPTCT.
4. To assist SACS towards capacity building of the staff from PPP facilities involved in ICTC/PPTCT.
5. To support PPP site teams in record keeping and provide the necessary information to SACS which can be fed into CMIS/SIMS format of NACO.
6. To assist SACS/DAPCUs towards monitoring support, whenever required, to ensure smooth functioning and also quality of ICTC/ PPTCT services in private sector.
7. To report program data to NACO/SACS and reporting/funding agency, on quarterly basis.

#### V. COMMENCEMENT

- 1) This Memorandum of Understanding shall become effective upon signature by both the parties and certification of the facility site. It shall remain in full force and effect for a period till March' 2024.
- 2) Further, the certification of the site of the collaborative testing project as "NATIONAL AIDS CONTROL ORGANIZATION/SACS designated HIV counselling and testing centre" shall run concomitantly with the present Memorandum of Understanding.

#### VI. RENEWAL OF AGREEMENT

- 1) This Memorandum of Understanding is renewable at the option of /SACS.
- 2) Three months prior to the expiry of the Memorandum of Understanding due to efflux of time SACS/DAPCU shall intimate *Karpaga Vinayaga Institute of Medical Sciences Research Centre* if it intends to renew or not to renew the Memorandum of Understanding.

*S. Srinivasan*  
PRINCIPAL  
Karpaga Vinayaga Institute of Medical Science &  
Research Centre  
G.S.T. Road, Chinnakolambakkam,  
Palayanoor Post, Maduranthagam Taluk,  
Chengalpatu - 603 308.



*R. Nagar*  
for

3) In the event that SACS/DAPCU decides not to renew the Memorandum of Understanding, *Karpaga Vinayaga Institute of Medical Science & Research Centre* shall give notice to the facility regarding the cancellation of its certification. In the event that SACS decide to renew the Memorandum of Understanding, the terms and conditions of this Memorandum of Understanding, as may be amended, will apply de novo.

#### VII. TERMINATION OF MoU

- 1) Any party may terminate this Memorandum of Understanding after giving three months notice to the other party at the address provided in this Memorandum of Understanding for correspondence or the last communicated for the purpose and acknowledges in writing by other party.
- 2) SACS are authorized to terminate this Memorandum of Understanding (MoU) if any dispute or difference or question arises during the period.

#### VIII. BREACH BY

- 1) In case *Karpaga Vinayaga Institute of Medical Science & Research Centre* not able to provide services as per Memorandum of Understanding (MoU) or defaults on the provision of this Memorandum of Understanding (MoU) or declines the patient to provide HIV counselling and testing services, it shall be liable for breach of conditions of this MoU.

*Sushwama*  
PRINCIPAL  
Karpaga Vinayaga Institute of Medical Science &  
Research Centre  
G.S.T. Road, Chinnakolambakkam,  
Palayanoor Post, Maduranthagam Taluk,  
Chengalpattu - 603 308.



*P. Nagar*

*for*

**IX. ADDRESSES FOR CORRESPONDENCE**

In witness thereof, the parties herein have appended their respective signatures the day and the year above stated.

Signed For and on behalf of KARPAGA VINAYAGA INSTITUTE OF MEDICAL SCIENCES AND RESEARCH CENTRE, MADHURATHGAM.

Name: DR. SUEALA VISHWASRAO

Designation : PRINCIPAL

Signature: [Signature]

Date.....

In the presence of

Name and Signature Dr. P.A. ARCHANA Lakshmi [Signature]

Date .....

**PRINCIPAL**  
Karpaga Vinayaga Institute of Medical Science & Research Centre  
G.S.T. Road, Chinnakolambakkam,  
Palayanoor Post, Maduranthagi Taluk,  
Chengalpattu - 603 308.

Signed For and on behalf of SAATHII:

Name: R. Muthuselvan

Designation: State Program Specialist

Name of the Org: Solidarity and Action Against HIV Infection in India

Signature: [Signature]

Date.....

In the presence of

Name and Signature Karthick Shanmugam [Signature]

Date .....



Signed For and on behalf of NACO Project Director, SACS

Name: .....

Signature: [Signature]

Date: .....

In the presence of

Name and Signature [Signature]

Date.....

**TAMILNADU STATE AIDS CONTROL SOCIETY**  
Reg. No. 167/94  
417, Pantheon Road, Egmore,  
CHENNAI - 600 008.