

MEMORANDUM OF UNDERSTANDING<sup>1</sup>

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY, MANDI

AND

HIMEDIA

This Agreement made and entered into in Mumbai on this [insert] between Indian Institute of Technology, Mandi (hereinafter called IITMandi) situated at Kamand, Himachal Pradesh (Pin: 175005), an Institute of national importance established by a special act of Parliament of Republic of India and HiMedia Laboratories Private Limited situated at Plot No.C40, road No. 21Y, MIDC, Wagle Industrial Estate, Thane (W), Maharashtra (400604), India incorporated under the Companies Act 1956 (hereinafter called "COMPANY" which expression shall include its successors and permitted assignees) with its registered office at Plot No.C40, road No. 21Y, MIDC, Wagle Industrial Estate, Thane (W), Maharashtra (400604).

**1. OBJECTIVES OF THE MOU**

The objectives of this Memorandum of Understanding are:

- a. to promote interaction between IITMANDI and COMPANY in biomaterials and bioinks development, 3D printing/bioprinting using biomaterials and bioinks. Development of tissue models and bioprinting research.
- b. to provide a formal basis for initiating interaction between IITMANDI and COMPANY.
- c. to apply for specific industry-academia grants in the domain of biomaterials, bioprinting and development of tissue models.

**2. PROPOSED MODES OF COLLABORATION**

IITMANDI and COMPANY propose to collaborate through:

**1. Knowledge Management**

- a. Training of COMPANY personnel through Continuing Education Programs conducted by IITMANDI in areas of interest to COMPANY.
- b. Partner in knowledge creation, technology development, technology transfer and human resource development
- c. Complementary skills and capabilities upgradation.
- d. Working with new technologies.
- e. Benefit of fresh ideas, innovation & talented student and employee base.
- f. Conducting workshops, seminars, training modules and short term/crash courses on biomaterials and bioprinting
- g. Publishing of review papers and book chapters or books on biomaterials and bioprinting with international publishers

**2. Joint Projects**

- a. Consultancy Projects: Short term projects to solve specific scientific problems of industry and academia.
- b. Research Projects: Long term projects for new knowledge generation in current, emerging and futuristic areas.
- c. Internships for "hands-on" exposure for students and researchers.
- d. Licensing of Intellectual Property developed at IITMANDI or COMPANY after appropriate discussions and documentation.
- e. Publishing of research articles in international scientific journals
- f. Collaborative research grants

**3. Ecosystem Development**

- a. IITMANDI faculty as visiting scientists

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<sup>1</sup> To be stamped for appropriate value



- b. Facility of various IITMANDI courses in various areas of technology to the COMPANY.
- c. Building an ecosystem where the research fraternity / academia and the industry work in close collaboration on research problems, technology challenges and product innovation
- d. Scientists & Engineers from the COMPANY as visiting faculty or experts.
- e. Setting up of Precompetitive Consortia enabling resource pooling for research in emerging areas

#### 4. Sponsorship

- a. Sponsoring student projects/fellowships in two-year MTech. and four-year BTech programs at IITMANDI.
- b. Sponsoring eligible employees of the COMPANY to do MTech. /Ph.D. degrees at IITMANDI. The eligibility criteria for selection will be as per norms of IITMANDI.
- c. Sponsoring R&D projects, which may be carried out wholly at IITMANDI or at premises of COMPANY or partly at IITMANDI and partly at COMPANY.
- d. Sponsorship of students in a field of their interest.
- e. Sponsorship of facilities at the Institute in an area of interest to augment infrastructure.

#### 5. Any other appropriate mode of interaction agreed upon between IITMANDI and COMPANY.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties or as otherwise agreed between the Parties.

### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

#### 4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between IITMANDI and COMPANY will be biomaterials for bioprinting, and tissue models developed by bioprinting.

#### 5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder, as agreed between the Parties, shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration, or which belong to a party and are used in research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.



## 6. CONFIDENTIALITY

The terms of the mutual non-disclosure agreement entered into between the Parties shall stand incorporated *mutatis mutandis* to the MOU for the period of the MOU hereunder.

## 7. STATUS OF MOU

The Parties agree that this MOU is intended only to provide the general principles and understanding for the initial discussion and cooperation among the Parties and the Parties expressly acknowledge and understand that this MOU is a non-binding expression of the Parties' intention with respect to the purpose of this MOU and does not bind either Party to take any action. Only clause 6 (confidentiality), clause 7 (status), clause 8 (non-exclusivity), clause 9 (term and termination), clause 10 (relationship), clause 11 (notices), clause 12 (governing law and jurisdiction), clause 13 (assignment), clause 14 (costs of the MOU), clause 15 (counterparts) are binding on the Parties.

## 8. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 9. TERM AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement if entered into between the Parties, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination. The confidentiality obligations shall survive for 2 years after expiry/termination of the agreement except in relation to trade secrets, in which case, obligations shall survive indefinitely.

## 10. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. It is entered into between the Parties on a principal-to-principal basis.

## 11. NOTICES

Unless otherwise provided herein, all notices, requests, waivers and other communications shall be made in writing, in the English language and by letter (delivered by hand, courier or registered post), or email ("Notices") as set out herein.

To IITMandi:

Address: Kamand, Himachal Pradesh (Pin: 175005)

Attention: Dean (SRIC & IR)

E-mail: [srcoffice@iitmandi.ac.in](mailto:srcoffice@iitmandi.ac.in)

To HiMedia:

Address: Plot No. C40, Road No. 21Y, MIDC, Wagle Industrial Estate, Thane (West) - 400604

Attention: Director (Cell Biology & Hydroponics)

E-mail: [vwarke@himedialabs.com](mailto:vwarke@himedialabs.com)



or such other address or e-mail with respect to a Party as such Party shall notify each other Party in writing as above provided.

## 12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India and subject to arbitration clause specified below, the Courts in Mandi shall have exclusive jurisdiction to deal with any matter pertaining to this Agreement. Any disputes between the Parties that cannot be settled amicably between them for a period of 30 (thirty) days from the date of the dispute ("Amicable Resolution Period") shall be resolved by arbitration in Mumbai (venue) in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force. Within 30 (thirty) days after the expiry of the Amicable Resolution Period, the Parties shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) days' period, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall keep the arbitration confidential and not disclose to any person, unless required to do so under Applicable Law and the terms of this Agreement. The decision of the arbitrator shall be final and binding on all the Parties hereto.

## 13. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party without the consent of the other Party.

## 14. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

## 15. COUNTERPARTS

This MOU may be executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

INDIAN INSTITUTE OF  
TECHNOLOGY, MANDI

Dean SRIC  
IIT Mandi  
Kamand - 175005,  
H.P., India

By : *Dean*  
Name : *Prof. Syed Abbas*  
Title : *Dean (SRIC & TR)*

Date : *22/04/2024*

Witness :

1. Dr. Sumit Murab

2. Dr. Khareerin Hungyo

on behalf of

HiMedia Laboratories Private Limited

By : *Director*  
Name : *Dr. Vishal G. Warke*

Title : *Director*  
(Cell Biology & Hydroponics)

Date : *22/04/2024*

Witness :

1. Dr. Sanskrita Das

2. Dr. Rahul Joshi

