

# MOMCARE HEALTHCARE SOLUTIONS PRIVATE LIMITED

CIN: U86100HR2023PTC110597

CF-137A & CF-138A, Conscient One, Sector-109, Gurugram, Haryana: 122 017

Mobile No: 9073977037

Email: sudip.chowdhury@newbees.app

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is made on this 10<sup>th</sup> day of <sup>September</sup> ~~August~~ 2024 ("Effective Date"), by and between:

**Momcare Healthcare Solutions Pvt Ltd**, a company incorporated under the laws of Haryana, having its principal place of business at CF 138-139 A Conscient One, Sector 109, Gurgaon 122018 ("Party A").

and

**School of Biosciences and Bioengineering, Indian Institute of Technology Mandi (IIT Mandi)**, through Dr. Amit Jaiswal having its principal office at Mandi, Himachal Pradesh, India ("Party B").

### 1. Purpose

The purpose of this MOU is to establish a collaborative framework between Party A and Party B for the research, development, and commercialization of a home-based ovulation monitoring device ("Project").

### 2. Scope of Collaboration

The collaboration will encompass the following activities:

- Research and Development: Party B will utilize its expertise and resources in biomedical engineering to conduct research and develop prototypes of the ovulation monitoring device.
- Technology Integration: Party A will provide the necessary support, including access to its software, data analytics capabilities, and industry insights, to integrate the device with their existing digital platform.
- Testing and Validation: Both parties will work together to test and validate the device through clinical trials and user testing to ensure its efficacy and safety.
- Commercialization: Upon successful development and validation, Party A will lead the commercialization efforts, including production, marketing, and distribution, with inputs from Party B.

*Amit Jaiswal*

*Chandni*

# MOMCARE HEALTHCARE SOLUTIONS PRIVATE LIMITED

CIN: U86100HR2023PTC110597

CF-137A & CF-138A, Conscient One, Sector-109, Gurugram, Haryana: 122 017

Mobile No: 9073977037

Email: sudip.chowdhury@newbees.app

## 3. Roles and Responsibilities

### - Party A (Momcare Healthcare Solutions Pvt Ltd)

1. Provide financial support and resources as mutually agreed
2. Facilitate access to market insights, customer needs, and commercialization strategies
3. Collaborate on integrating the device with existing digital health platforms
4. Lead the efforts in regulatory approvals and commercialization.

### - Party B (School of Biosciences and Bioengineering, IIT Mandi):

1. Lead the research and development activities for the ovulation monitoring device.
2. Utilize its laboratory facilities, research expertise, and student resources.
3. Contribute to the testing, validation, and refinement of the device.
4. Provide technical reports and updates on the progress of the Project.

## 4. Intellectual Property

Any intellectual property (IP) developed because of this collaboration will be **jointly owned by both parties**, with specific ownership rights and commercialization terms to be defined in a **separate agreement**.

## 5. Funding

Party A agrees to provide funding support for the Project as per the budget and timelines mutually agreed upon by both parties. The specific financial terms, including payment schedules and amounts, will be detailed in a separate agreement.

## 6. Confidentiality

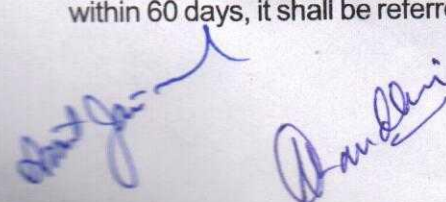
Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of this collaboration, as outlined in **the Non-Disclosure Agreement (NDA)** executed between the parties.

## 7. Term and Termination

This MOU shall be effective from the Effective Date and shall remain in effect for 3 years or until the completion of the Project, whichever comes first. Either party may terminate this MOU by providing 90 days (ninety days) written notice to the other party.

## 8. Dispute Resolution

In the event of any dispute arising from or in connection with this MOU, the parties agree to first attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved within 60 days, it shall be referred to mediation or arbitration as mutually agreed upon.



# MOMCARE HEALTHCARE SOLUTIONS PRIVATE LIMITED

CIN: U86100HR2023PTC110597

CF-137A & CF-138A, Conscient One, Sector-109, Gurugram, Haryana: 122 017

Mobile No: 9073977037

Email: sudip.chowdhury@newbees.app

## G. Governing Law

This MOU shall be governed by and construed in accordance with the laws of Haryana.

## 10. Amendments

This MOU may be amended or modified only by mutual written agreement of the parties.

## 11. Non-Binding Agreement

This MOU is a statement of intent and does not create any legally binding obligations between the parties, except for the provisions relating to confidentiality and intellectual property.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date.

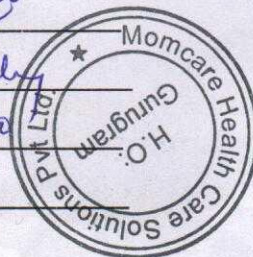
### Momcare Healthcare Solutions Pvt Ltd

Signature: *[Handwritten Signature]*

Name: *Dr. Sudip Chowdhury*

Title: *Founder & CEO*

Date: *10/9/2024*



### School of Biosciences and Bioengineering, IIT Mandi

Signature: *[Handwritten Signature]*

Name: *Prof Syed Abbas*

Title: *Dean (SRIC)*

Date: *08/10/2024*

*[Handwritten Signature]*

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