

#### MEMORANDUM OF UNDERSTANDING

#### THIS MEMORANDUM OF UNDERSTANDING IS DATED 5th MONTH 26 th DAY

OF 2022 AND MADE BETWEEN:

- The Bhavan's Vivekananda College of Science, Humanities and Commerce (herein after referred to as "BVC"), Sainikpuri, Secunderabad- 500 094 affiliated to Osmania University and represented by Prof.Y.Ashok, Principal, BVC.
- 2. M/s. VIMTA LABS LIMITED, a company incorporated under Companies Act, 1956 and having its registered office at Office at Plot No 142, IDA, Phase-II, Cherlapally, Hyderabad 500051 (hereinafter referred to as "Vimta", which expression shall unless repugnant to the meaning and context include its successors and permitted assigns) represented by Shri. Harriman Vungal, Executive Director Operations.
- 3. VIMTA and BVC shall hereinafter be collectively referred to as the "Parties" and each of them individually, as a "Party".





#### 1.0 Introduction:

 BVC and Vimta. agree to enter into this Memorandum of Understanding (MoU) under mutual association.

1.2 This MoU sets out below the principles by which the BVC and Vimta can establish a formal agreement regarding such activity.

#### 2.0 Principles

2.1. The activities covered by this MOU will centre on the following:

i. Vimta will carry out laboratory testing of routine as well as specialized comprehensive list of pathological tests at subsidized rates for the staff and students of Bhavan's Vivekananda College as per the agreed upon rates.

ii. Vimta agree to let students of BVC to visit at their own risk including all kinds of unexpected risks and not limited to adhering to all the facility safety norms. The students visit is as part of educational visit for Biochemistry and other life sciences once in a year for the purpose of understanding high end automation facilities at Vimta.

iii. Vimta in case, introduces and offers to impart short term training courses to the Biochemistry and other life sciences students of BVC, Vimta agree to offer such courses at concessional rates in specialized areas like Cytogenetics, Histopathology, Immunodiagnostics, Microbiological tests etc.

# 3.0 Financial Resources and Personnel

3.1. BVC employees/ students would pay for the health checkups and training programs at specified rates to Vimta with mutual consent and no payment will be made for educational visit.

3.2 Providing training to the students of BVC at Vimta at a mutually negotiable charge.

3.3. Any activity carried out within the broad framework of this MOU shall be the subject to the mutual consent of parties, taking into account any constraints of time, funding and other relevant resources.

# 4.0. Separate Agreements

In addition, it is envisaged that each activity, that the parties wish to pursue in accordance with the purpose of this MOU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

# 5.0. Renewal Amendment and Termination:

5.1. This MoU shall be effective for an initial period of 3 years from this date. Thereafter, this MoU may be extended for any other period of time as deemed appropriate by both parties, subject to their mutual consent any such extension to be made in writing.



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- 5.2. Either party may amend or vary this MOU at any time provided it is with the prior written consent of
- 5.3. Either party may terminate this MOU at any time by giving one month's notice to the other party  $i_{n}$ writing.

#### 6.0 General

6.1. The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MOU.

6.2. This MoU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any court of law.

In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.

#### 7. Confidentiality:

Both Parties recognize that in the course of business transactions contemplated under this Agreement each of them is likely to come into possession of confidential information / data relating to the business, policies, strategies, financial affairs and other similar information either of the other Party, or of such Parties customers. Consequently, both parties agree that they will maintain utmost confidentiality in all their dealings with each other and will not disclose to any unauthorized person any such confidential information or data. Both the Parties agree that they will (a) use such Confidential Information only in connection with fulfilling its obligations under this Agreement, (b) during the term of this Agreement and thereafter, hold such Confidential Information in strict confidence and exercise due care with respect to its handling and protection of such Confidential Information, consistent with its own policies concerning protection of its own proprietary and/or trade secret information and (c) disclose, divulge or publish the same only to such of its employees or representatives in order for such employees or representatives to carry out the purposes of this Agreement and to no other person or entity, whether for its own benefit or for the benefit of any other person or entity. The Parties further agree to return all Confidential Information in its possession, control or custod immediately upon termination or expiration of this Agreement. The Parties agree that in the event, either Party is required to disclose Confidential Information to any competent authority or under any applicable law, the Party disclosing the Confidential Information shall intimate the other Party with regard to the disclosure of the Confidential Information and shall assist the other Party is obtaining a protective order. However, in the event of failure to obtain such an order, the Party shall disclose the Confidential Information to such competent authority.

For the purpose of this Agreement, "Confidential Information" shall mean and include, without limitation any trade secrets, knowledge, data or other proprietary or confidential information relating to products. processes, know-how, intellectual property, designs, developmental or experimental work, ideas, innovations, computer programs, computer artwork, databases, other original works or authorship, customer and supplier lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of either Party or any of the either Party's customers, suppliers, consultants



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or licensees, which may or may not be registered under any of the laws pertaining to protection of intellectual property rights in the country; personnel data information and materials developed, collected or used by the personnel of the either Party information related to deals or proposed deals to be entered into by the either Party information disclosed by third parties with which the either Party may have a business relationship, business practices and all other proprietary information, methods and property of the either Party whether in tangible and/or intangible form.

#### 8. Indemnity:

Each Party hereby indemnifies and agrees to defend and hold harmless to the other party's directors, officers, agents, representatives, employees, shareholders, successors and assigns, from and against any and all losses, claims, damages, expenses or fees (including attorney's fees) arising out of or related to any injury, disability or death caused or alleged to have been caused as a direct and/or indirect result of the Agreement and any other costs and expenses incurred in connection therewith as set out in which Parties, may sustain or incur in any actions by any person, organization or governmental entity or agency or otherwise as a result of the performance, breach or nonperformance by Parties its agents, employees, representatives or assigns of any Parties obligations or duties under this Agreement. Representations and Warranties:

8.1 Each of the Party represents and warrant that:

8.2 it has power to execute and enter into this Agreement and it has full right, capacity and authority to perform its obligations under this Agreement which when executed will constitute valid and binding obligations on it in accordance with its terms.

- 8.3 the entry and delivery of, and the performance by it of this Agreement will not result in any breach of any provision of applicable law, its constitutional documents, any other agreement and / or any court order, judgment, injunction, award, decree or writ that is binding on it and / or its assets, or result in any claim by a third party against the other Party;
- 8.4 the execution and delivery of this Agreement and the transactions contemplated hereby have been duly approved and authorised by all requisite actions and no other actions (corporate, statutory or otherwise) on its part are necessary.
- 8.5 it has understood the terms of this Agreement and a copy of the Agreement has been provided to it;
- 8.6 it has executed this Agreement of its free will and without relying on any statements made by the other Party or its representatives, agents or affiliates etc;
- 8.7 the Agreement in respects is reasonable and necessary to protect the legitimate business interests of the Parties
- 9. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood earthquakes, strike, lockouts epidemics, riots, civil commotion, government action, riots etc. Provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the force-majeure condition continues beyond six months, the Parties shall then mutually decide about the future course of action.



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### 10. Governing Law and Jurisdiction

Any dispute or difference arising out of or in connection with this Agreement, which cannot be amicably settled within 30 (thirty) days, shall be referred at the request in writing of either Party to binding arbitration by 1 (one) arbitrator to be appointed by mutual consent in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be at Hyderabad and the award shall be final and binding to the parties hereto.

Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

In the event of litigation, the competent Court in Hyderabad alone shall have jurisdiction to entertain and try the same.

# IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

<u>Parties:</u> For and behalf of BVC, Sainikpuri, Secunderabad

Signed

Prof. Y. Ashok, Principal, Bhavan's Vivekananda College Sainikpuri, Secunderabad- 500 094

Seal

Witnesses (Name & address)

Sainikpuri, R.R. Dist.

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For and on behalf of Vimta Labs ltd, Hyderabad.

Signed

Signed

Mr. Harriman Vungal, Executiv Director - Operations, Vimta Labs Ltd, Cherlapally Hyderabad

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## Department of Biochemistry 2021-22 Educational visit to Vimta Labs, Hyderabad BSc II and III year MBBCC Students 17<sup>th</sup> November, 2021

The Department of Biochemistry organized an educational visit to Vimta Labs, Cherlapally, Hyderabad one of the leading CRO (Clinical Research Company) in India under DBT Star College scheme on 17<sup>th</sup> November, 2021. Total of 34 students from second and third year of B.Sc MBBCC were accompanied with two faculty Mrs. D. Rajani and Mrs. S. Vanitha.

In Vimta labs, students were briefed about the facilities available, research and developmental services that they provide to global companies. Students were divided into groups and taken to different laboratories.

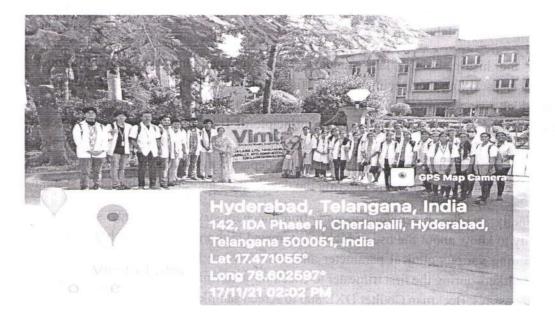
In the histopathology lab, students were explained and demonstrated about tissue processing steps, fixing the specimen in paraffin wax block and slicing the specimen up to 3 or 5 microns thick using a microtome and then staining. In the clinical microbiology department, students were explained about the working principle of BACTEC-9050 used to process blood culture and BACTEC MGIT-960 which detects presence of mycobacteria in the samples. Later, students were explained about role of accessioning department in receiving the samples with their eppropriate conditions, sorting and entering the data in the Laboratory Information system.

Finally in the biochemistry and Immunochemistry department, students had the opportunity to know about the use of highly automated high throughput machines that were used for performing various clinical parameter analysis. Few are Immulite 2000 used to screen the maternal markers during the first trimester to check for abnormality in the foetus, Centaur XP used for immunoassays. Beckman Coulter DXL 800 to screen samples of infertility individuals, Atellica used to perform biochemical parameters and immunoassays. Clinical pathology section students were explained about ACL TOP and Tosoh G11 to determine blood coagulation factors and haemoglobin variants respectively. TORCH (Toxoplasmosis, Rubella, Cytomegalovirus, Herpes Simplex and HIV) testing using DiaSorin and FACS, Karyotyping and FISH were explained.

Students expressed their happiness for having an enriching and knowledgeable experience at Vimta Labs.

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#### Department of Biochemistry

#### 2021-22 M.Sc Biochemistry.

#### Educational visit to Vimta Labs, Hyderabad

The Department of Biochemistry organised an educational visit to Vimta Labs, Cherlapally, Hyderabad, one of the leading clinical research company (CRO) in Indiaon 18<sup>th</sup> November 2021.Total of 35 students from M.Sc. Biochemistry second semester along with two faculty Dr A Sai Padma(HOD) and Dr Manju Devi visited the lab.

In Vimta labs, students were briefed about the facilities available, research and development services that they provide to global companies. Students were divided into groups and taken to different laboratories.

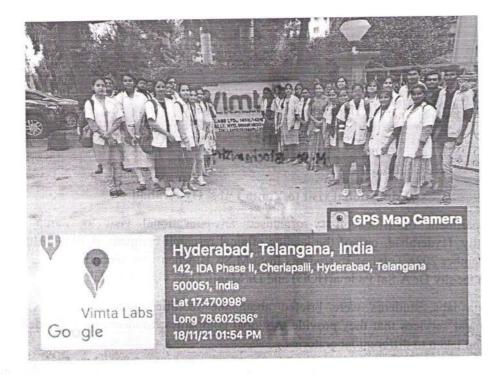
In the histopathology lab, the importance of tissue sectioning and histopathology in disease diagnosis were explained and the procedures involved in tissue sectioning were demonstrated. In the clinical microbiology lab, details about various microbial cultures and the use biosafety cabinet in handling microbial cultures were explained. Later, the various steps involved in sample collection and sample accession numbering and storage of samples were explained and demonstrated.

In Biochemistry and immunochemistry labs, advanced high throughput automated analysers were shown to students and the advantages of autoanalysers over manual methods were explained in detail. Various immunoassays and the equipments used for assays were also explained in detail.

The visit was useful and students expressed their happiness for a wonderful experience in Vimta labs.

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