

Memorandum of Understanding

Gujarat University

(GU)

Navrangpura, Ahmedabad-380009, India



and

PanGenomics, (USA), Ahmedabad

February-2016

MEMORANDUM OF UNDERSTANDING

This AGREEMENT is entered into on Sixteenth day of February 2016 between PanGenomics International Private Limited (herein referred as PanGenomics), a company incorporated under the Companies Act, 2013 having registered office at A 302-305 Mondeal Square, Nr. Prahladnagar AUDA Garden, S. G. Highway, Ahmedabad – 380015, Gujarat, India, and having a branch office in Pearland, Houston, Texas, U.S.A (hereinafter referred to as “**Company**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented by its duly authorized representatives, of the **First Part**;

AND

Gujarat University (herein referred as GU), a premier State University located at Navarangpura, Ahmedabad – 380009, represented by its duly authorized representative, of the **Second Part**.

PanGenomics and GU have been individually referred to as ‘PARTY’, and collectively called ‘PARTIES’ hereinafter.

PanGenomics International Private Limited (PanGenomics) was established on 25th July, 2014 under the Companies Act, 2013 and the company is limited by shares.

The main objectives of the company are as follows:

1. To conduct and provide clinical genetic services to patients in India who have a known or suspected genetic disorder that involves a clinical visit with the patient either in person, phone, e-consultation or via teleconference etc.; whereby a medical history is obtained from the patient

and appropriate counseling given and Genetic tests will be ordered as required and post-test counseling and management options will be provided to the patients and their families. Further this will help fill the current vacuum in clinical genetic services prevalent in India.

2. To own, establish, run, manage and maintain a genetic testing laboratory, where patients can give their samples for genetic analysis, which may be processed at the facility or shipped to other laboratories in India or abroad. Further, samples may be procured for clinical analysis as well as for research purposes and such a laboratory will make available thousands of genetic tests to the patient without having to travel to other countries and in addition newer tests will be developed depending upon the need of the patient.
3. To design and implement a genetic navigator educational program to train students and scholars in the art of history taking and identification of genetic disorders. This program will also help increase awareness of clinical genetic services in the patient population and will be established for physicians, specialists, medical trainees, laboratory trainees and other university students using different curricula. Research training workshops will be conducted to provide hands-on education on laboratory experimentation techniques and protocols.

Gujarat University (GU) was established on 23rd November 1949 as a state University at Ahmedabad under Gujarat University Act 1949 of the state government. It is an affiliating university for under-graduate and post-graduate and research level courses. It also encourages high impact research in various scientific disciplines. More than 300000 students are enrolled and study different courses in the university. There are more than 3000 colleges, 35 approved institutions and 20

recognised institutions affiliated with GU. It also encourages novel courses, research ideas.

1. ASSOCIATION OF PanGenomics and Gujarat University

All parties agree to encourage the following activities:

- (a) Create and deploy a curriculum for Genetic Counseling PG Diploma course by deployment of faculty, course materials and real case evaluations at various centers.
- (b) Facilitate the dissertation and projects of GU students for a period of 3 months at PanGenomics/GU facility.
- (c) Organize and deploy Summer and Winter training programme regarding Genetic Counseling.
- (d) Work on mutually acceptable pilot projects including but not limited to field activities for spreading awareness of Genetic Counseling, collecting and analysis of available and new data, preparing reports and assisting shape policy decisions to better enhance the project outcomes.

2. CONFIDENTIALITY

2.1 All parties agree to treat the information relating to the other organization as confidential pursuant to the terms of this AGREEMENT. This AGREEMENT concerns information relating to various stages i.e. design of Genetic Counselor curriculum, materials, deployment mechanisms to Government and Private Sectors. It includes and is not limited to (i) details mentioned above, (ii) any information a PanGenomics/GU mentor creates during any of the above program (iii) any information that PanGenomics/GU discloses under any of the above program.

2.2 PanGenomics and GU agree for not disclosing any type of confidential material, knowledge, or information. The parties may like to share this with one another but may decide not to disclose it to any third party. In the event it is required to be shared with a third party, except as when required by law; then mutual consent in writing must be obtained from the other party, prior to disclosure. This NDA creates a confidentiality relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

As such, an NDA protects non-public business information.

3. INTELLECTUAL PROPERTY

3.1 Both the parties hereby agree to share all rights, title and interest in any INTELLECTUAL PROPERTY created together under the activities planned under this MoU. The property can be shared with the PanGenomics / GU affiliates after mutual consent and due diligence.

3.2 PanGenomics at its discretion may deploy any or all activities derived from this MOU under point 1 or similar activities with other entities. GU may deploy any or all activities derived from this MOU under point 1(a) ONLY with any other entity, with PanGenomics being a co-party to those said activities. Also GU and or GU affiliates will not enter into competing agreements for activity listed in Point 1(a).

3.3 "Intellectual Property" means all forms of legal rights and protection relating to the above program and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas,

know-how, source code, product road maps and other proprietary information and materials (“Proprietary Information”) all letters patents, patent applications, provisional patent applications, design patents, PCT filings, invention disclosures and other rights to inventions or designs (“Patents”), all registered and unregistered copyrights in both published and unpublished works (“Copyrights”), and all applications, registrations, issuances, divisional, continuations, renewals, re-issuances and extensions of the foregoing. Both, PanGenomics and GU mentors hereby assign and will assign to each other, depending on the mutual agreement all rights, title and interest in Proprietary Information, Patents and Copyrights, which contain or are based on CONFIDENTIAL INFORMATION.

3.4 Patents based on above activities

PanGenomics and GU agree that if PanGenomics decides to file Patent encompassing proprietary Information, PanGenomics shall name any GU Mentor / inventor on the Patent PanGenomics files and vice-versa. GU and PanGenomics agree that at the request of each other shall require concerned Mentor to (a) assign and convey to PanGenomics/GU or PanGenomics/GU nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist PanGenomics/GU and its agents in preparing patent applications in all countries of the world covering the improvements or inventions, (c) sign and deliver all said applications and assignments of the improvements or inventions to PanGenomics/GU and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by PanGenomics/GU to the end that PanGenomics/GU may obtain, extend, reissue, maintain and

enforce Patents in all countries of the world covering said patentable improvement and invention. Each party agrees to bear all their respective expenses to be incurred on the performance of (a) through (d) above. GU mentor agrees to disclose promptly and fully to PanGenomics and its attorneys Proprietary Information created by GU mentor and vice-versa.

3.5 Termination Clause

This agreement can be terminated at any point of time with mutual consent without any liability to either party, with a written 30 day notice period. This AGREEMENT is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:

Gujarat University, Ahmedabad

Sign: 

Name : Dr. H.C. Patel

Title : Registrar

Date : Feb 16, 2016

PanGenomics

Sign: 

Name : Utpal Dhar

Title : COO

Date : Feb 16, 2016

In the presence of,

Witness : 

Name : Dr. M.N. Patel

Hon. Vice Chancellor, GU

Witness : 

Name : Santu Dhar