



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL09546084855729V
Certificate Issued Date : 23-May-2023 02:15 PM
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73210389306956904103V
Purchased by : NEN AI
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NEN AI
Second Party : IIMR UNIVERSITY JAIPUR
Stamp Duty Paid By : NEN AI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on this 30th day of May, 2023 ("Effective Date")



[Handwritten signature]



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BY AND BETWEEN

ARTIFICIAL INTELLIGENCE UNIT OF NATIONAL ENTREPRENEURSHIP NETWORK, a non- profit organization with office at Tower No.3, 6th Floor, SJR I Park, EPIP Zone-1, Whitefield Road, Bangalore 560066, India and Artificial Intelligence Unit Program Office at C/o The BIV, 9 A, 3rd Floor, Phelps Building, Connaught Place, New Delhi-110001 (hereinafter referred to as **"NEN-AI"**), (hereinafter referred to as **"NEN-AI"**) which expression shall be deemed to mean and include its or their respective successors and permitted assignees of the **FIRST PART**;

AND

IIHMR University Jaipur, having its address at 1, Prabhu Dayal Marg, near Sanganer Airport, Maruti Nagar, Jaipur, Rajasthan, (hereinafter referred to as **IIHMR University Jaipur**) which expression shall be deemed to mean and include its or their respective successors and permitted assignees of the **SECOND PART**;

NEN-AI and IIHMR University Jaipur shall hereinafter be referred hereto individually as a "Party" and "Parties" collectively.

WHEREAS:

- A. NEN-AI is a charitable trust whose objects is to bring the benefits for modern AI technology to underserved populations by building and deploying AI solutions for social good across domains such as healthcare, agriculture, education etc. 'Wadhvani AI' is the name of the AI programs of NEN;
- B. IIHMR University Jaipur is a leading knowledge institution engaged in research, teaching & training in the domain of Public Health, Hospital Administration, Pharmaceutical Management and Rural Development
- C. NEN-AI and IIHMR University Jaipur shall collaborate with the scope to pursue discussions and negotiate on the purpose of semantic exchange of knowledge and ideas in the fields of public health technology for the projects that the two parties intend to do together (the "Purpose").

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses:

1. BACKGROUND AND SCOPE OF WORK

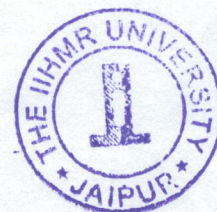


National Entrepreneurship Network
Tower - 3, 6th Floor, SJR I Park,
EPIP Zone - I, Whitefield Road,
Bengaluru - 560 066

Placed & Signed



WADHWANI AI
A program of the AI Unit of NEN



c/o The BIV, 9 A, 3rd Floor
Phelps Building, Connaught Place
New Delhi 110001
(Program Office)

BY AND BETWEEN

ARTIFICIAL INTELLIGENCE UNIT OF NATIONAL ENTREPRENEURSHIP NETWORK, a non- profit organization with office at Tower No.3, 6th Floor, SJR I Park, EPIP Zone-1, Whitefield Road, Bangalore 560066, India and Artificial Intelligence Unit Program Office at C/o The BIV, 9 A, 3rd Floor, Phelps Building, Connaught Place, New Delhi-110001 (hereinafter referred to as **"NEN-AI"**), (hereinafter referred to as **"NEN-AI"**) which expression shall be deemed to mean and include its or their respective successors and permitted assignees of the **FIRST PART**;

AND

IIHMR University Jaipur, having its address at 1, Prabhu Dayal Marg, near Sanganer Airport, Maruti Nagar, Jaipur, Rajasthan, (hereinafter referred to as **IIHMR University Jaipur**) which expression shall be deemed to mean and include its or their respective successors and permitted assignees of the **SECOND PART**;

NEN-AI and IIHMR University Jaipur shall hereinafter be referred hereto individually as a "Party" and "Parties" collectively.

WHEREAS:

- A. NEN-AI is a charitable trust whose objects is to bring the benefits for modern AI technology to underserved populations by building and deploying AI solutions for social good across domains such as healthcare, agriculture, education etc. 'Wadhvani AI' is the name of the AI programs of NEN;
- B. IIHMR University Jaipur is a leading knowledge institution engaged in research, teaching & training in the domain of Public Health, Hospital Administration, Pharmaceutical Management and Rural Development
- C. NEN-AI and IIHMR University Jaipur shall collaborate with the scope to pursue discussions and negotiate on the purpose of semantic exchange of knowledge and ideas in the fields of public health technology for the projects that the two parties intend to do together (the "Purpose").

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses:

1. BACKGROUND AND SCOPE OF WORK

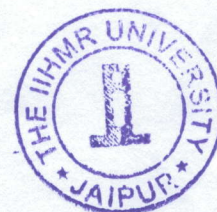


National Entrepreneurship Network
Tower - 3, 6th Floor, SJR I Park,
EPIP Zone - I, Whitefield Road,
Bengaluru - 560 066

Wadhvani AI



WADHWANI AI
A program of the AI Unit of NEN



c/o The BIV, 9 A, 3rd Floor
Phelps Building, Connaught Place
New Delhi 110001
(Program Office)

Based on the mutual discussions between the Parties in line with the purpose of this MoU, a detailed background and scope of work is provided hereto below:

NEN-AI is collaborating with IIHMR University Jaipur as knowledge partner for semantic exchange of knowledge and ideas in the public health technology sector for its projects with IIHMR University Jaipur.

1.1 OBJECTIVE BETWEEN IIHMR UNIVERSITY JAIPUR AND NEN-AI

The following shall be the objective of this MOU-

1. Collaborate as knowledge partner for the projects and initiatives as identified and agreed upon by the two parties under the domain of their expertise.
2. Support in national and state level advocacy of the identified projects as agreed upon by both parties
3. NEN-AI to inform about relevant career opportunities in NEN-AI to IIHMR University Jaipur for their public health post-graduates for internship/observer-ship/ fellowship as feasible and permissible by relevant competent authorities in NEN-AI.
4. IIHMR University Jaipur shall facilitate institutional review board approvals and clearances for the projects and initiatives identified and agreed upon by both the parties.
5. Collaborate and where needed cost-share on events related to this MOU's shared scope of work and as agreed upon by both the parties.

2. ROLES AND RESPONSIBILITIES OF

NEN-AI

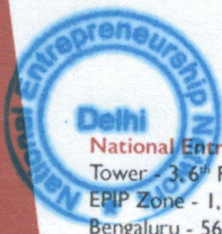
- NEN-AI could be engaged to provide domain expertise in AI technology in healthcare and related use cases exploration and identification as per the scope of the identified projects.
- NEN-AI to inform about relevant career opportunities in NEN-AI to IIHMR University Jaipur for their public health post-graduates for internship/observer-ship/ fellowship as feasible and permissible by relevant competent authorities in NEN-AI.

IIHMR University Jaipur

- IIHMR University Jaipur could be engaged in conducting research, analysis, developing and facilitating institutional review board applications, strategy development, training and skill & capacity building as per the scope of the identified projects.
- IIHMR University Jaipur shall facilitate institutional review board approvals and clearances for the projects as applicable in the Indian context for all the initiatives identified and mutually agreed upon.

BOTH PARTIES

- The parties would work on projects or initiatives with a collaboration for exchange of ideas/thoughts/experiences as per their expertise mainly for the purpose of designing/implementing the entire project or a part of it.



National Entrepreneurship Network
Tower - 3, 6th Floor, SJR I Park,
EPIP Zone - I, Whitefield Road,
Bengaluru - 560 066



WADHWANI AI

A program of the AI Unit of NEN



c/o The BIV, 9 A, 3rd Floor
Phelps Building, Connaught Place
New Delhi 110001
(Program Office)

- For the identified projects, the two parties will support in its advocacy with the appropriate government authority at the desired level and also brainstorm to address challenges if any.
- Publication related to the projects or initiatives jointly worked on will be co-authored by the two parties post mutual agreement.
- Where relevant or appropriate, consider inviting staff / faculty to the forums and events in the related domain of expertise.
- Where relevant or appropriate, consider cost-share or co-hosting relevant meetings or events subject to compliance with financial/legal policy of both the parties

3. FINANCIAL CONSIDERATION

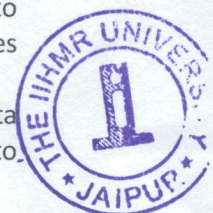
It is mutually agreed between the Parties that no financial obligations shall arise before or during the term of the MoU between the two parties. This MoU is non -financial and each Party shall bear its own expenses towards performance of the scope under this MOU.

4. TERM AND TERMINATION

- 4.1 This MoU shall be in effect for a period of 1 year from the Effective Date mentioned at the beginning of this document and shall remain valid during the said period, unless either IIHMR University Jaipur or NEN-AI withdraws from the MoU prior to its conclusion, as per the provisions of this MoU.
- 4.2 Upon completion of the said term, this MoU shall automatically expire, unless it is extended by another extension agreement in writing by both the parties (and their authorized representative).
- 4.3 It is agreed by NEN-AI and the IIHMR University Jaipur that either party can withdraw from this MoU and /or terminate this MOU without assigning any reason, by giving thirty (30) days' notice to the other party in writing. In the event of such withdrawal/termination, the IIHMR University Jaipur and NEN-AI shall ensure that all the activities that are in progress are allowed to be completed successfully by undertaking their responsibilities with due diligence for the work to be completed. Once withdrawn/terminated, neither the IIHMR University Jaipur nor NEN-AI shall be responsible for any losses, financial or otherwise, which the other party may suffer from subsequently.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Both Parties agree that any intellectual property which is jointly developed through activities covered under this MoU can be used by either Party and shall be jointly owned. This association will not affect the IPR ownership of pre-existing materials, and each Party will continue to have ownership of its pre-existing materials, with no claim by the other Party.
- 5.2 NEN-AI shall retain the ownership of its own working papers, if any. NEN-AI retains the right to open source the underlying technology for global good, under the applicable/acceptable licenses as per donor requirements.
- 5.3 In addition, NEN-AI shall ensure that it continues to abide by the confidentiality and data obligations agreed hereto in the MoU. Each party retains all rights, titles, and interest in and to all information and data it provides to the other party under this MoU.



- 5.4 Product made in joint collaboration; the algorithm needs to be documented. If any proprietary algorithm is used, in that case too, the documentation is required to be prepared and shared.
- 5.5 Both parties shall discuss and work towards applying the solutions and their IPR through various channels, for maximizing the impact in the public interest.

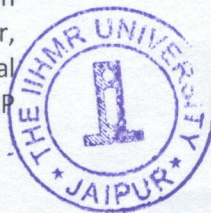
6. CONFIDENTIALITY

- 6.1 "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MoU, which comprises information in tangible form that (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstance, that the information was confidential and had been communicated to it in confidence.
- 6.2 This MoU and all confidential information exchanged between the Parties pursuant to this MoU shall be held to be Confidential Information.
- 6.3 The Parties agree to keep confidential all information exchanged or delivered in connection with the MoU provided, however, that such information shall be disclosed to each party's respective Governing Boards, directors, members of the sub-committees constituted by the Board, officers, employees, associates and outside counsel who have a need to know such information for the purpose of the performing the activities contemplated by the MoU. The Parties agree that such persons shall be subject to the confidentiality obligations as stated in this MOU.
- 6.4 Nothing in this MoU shall be construed as granting either party permission to use the other party's official names, logos, trademarks, or copyright protected insignias or other intellectual property in any promotional, publicity or advertising materials without the express written consent of the other party. This clause shall be read along with the NDA executed between the Parties.

7. BRANDING AND PUBLICITY

- 7.1 Communication materials related to the implementation of the activities under the project, studies and publications, if any, shall have co-branding. After giving prior intimation to other party, each Party can use other Party's logo and name for regular communication materials such as brochures, mailers etc. Such use of logo and brand/ identity shall be strictly limited to the context and scope of collaboration between the Parties as covered in this MOU.
- 7.2 Either Party without the prior written consent of the other may disclose or publicize either through press release, promotional activity, advertising material or otherwise through any mode the existence of this MoU and the scope of work performed thereof. However, neither party shall without the consent of the other party shall use the Confidential Information shared or disclosed with the other and along with the trade secrets and other IP materials with any third party.

8. INDEMNITY



National Entrepreneurship Network
Tower - 3, 6th Floor, SJR I Park,
EPIP Zone - I, Whitefield Road,
Bengaluru - 560 066



WADHWANI AI
A program of the AI Unit of NEN

c/o The BIV, 9 A, 3rd Floor
Phelps Building, Connaught Place
New Delhi 110001
(Program Office)

Both parties agree to hold harmless and indemnify each other and their respective directors, officers and employees from and against any and all losses, claims, damages, proceedings, judgments, liabilities, fees, expenses and disbursements relating to or arising out of (i) any of its act in the course of implementation of the this MoU, (ii) any breach under this MoU, and (iii) any fraud or misconduct, by either party or its directors, officers, employees, agents and/or representatives.

9. GENERAL PROVISIONS

- 9.1 During the course of the discussions contemplated by this MoU, the parties will continue to operate their respective programs in accordance with their individual established policies, rules and procedures.
- 9.2 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement between the Parties.
- 9.3 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.
- 9.4 Exit Management:
- 9.4.1 To ensure that the progress of the Project remains unimpaired, the following approach will be followed at the time of exit by the either party due to termination or expiry of MOU validity period. The exiting party shall provide requisite support to the other for a period of 30 (thirty) working days to ensure seamless takeover of the data & information of the beneficiaries necessary for continuing the services
- 9.4.2 During the exit period, the exiting party shall continue to provide services and fulfill performance obligations without any interruptions
- 9.4.3 The exiting Party shall interface with the designated stakeholder department officers of the other party for handing over and to exit out of the Project in a responsible manner as per the requirement of the other party.

10. COMMUNICATION AND NOTICES:

All notices, statements or other communication required or permitted to be given or made under this MoU shall be in writing in the English language and delivered by hand, or through a reputed courier company or through speed post to the address set forth below, or by sending it by email (with delivery of a notification with return receipt requested) to the email address set forth below:

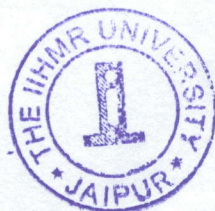
In the case of notices to NEN-AI:

Address: C/o The BIV, 9 A, 3rd Floor, Phelps Building, Connaught Place, New Delhi-110001
Attn: Vijayalakshmi Raghavan, Director Solutions, AI Unit of NEN
Telephone no: +91 9885282112
Email: vijayalakshmi@wadhwaniai.org

In the case of notices to IIHMR University Jaipur

Address: 1, Prabhu Dayal Marg, near Sanganer Airport, Maruti Nagar, Jaipur, Rajasthan
Attn: Dr. P.R Sodani, President, IIHMR University Jaipur
Telephone no: +91 9829120956
Email: sodani@iihmr.edu.in

11. NO AGENCY



This MoU shall not create any agency, partnership, or joint venture or other relationship beyond the scope of this MoU. Each party remains independent. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

12. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, fires or any other causes, circumstances or contingencies beyond the control of such Party.

The Party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 14 (fourteen) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.

If the Force Majeure condition in question prevails for a continuous period of 1 (one) month, the Party affected by such condition shall enter into bona fide discussion with the other party with a view to alleviating its effect on this MoU by agreeing to such alternative MoU as shall be fair and reasonable.

13. DISPUTE RESOLUTION, GOVERNING LAWS AND JURISDICTION

This MoU is a legally binding expression of intent of the Parties. The Parties hereby agree that, in the event of any dispute between the Parties relating to this MoU the Parties shall seek to resolve the dispute by settling amicably through informal discussions and negotiations underpinned by principles of transparency and trust.

This MOU shall be governed by the laws of India and the courts at Delhi shall have the exclusive jurisdiction over the matters arising from the term of this MOU.

14. NON-BINDING TERMS

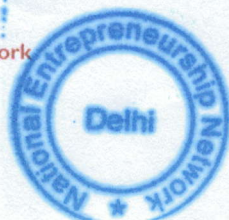
This MOU shall not be construed as creating any obligation on the part of either party to enter into any binding agreement regarding the collaborations discussed in this MOU except as otherwise agreed by the parties.

15. ASSIGNMENT

This MoU shall not be assignable by either Party without the express written consent of the other Party.

16. SEVERANCE

If for any reason whatsoever any provision of this MOU is invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or



unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as is practicable. Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this MOU or otherwise. If any provision (or part thereof) of this MoU is held to be a violation of any applicable law, the same shall be deemed to be deleted from this MoU. The remainder of this MoU shall remain in full force and effect as if such provision (or part thereof) had originally been contained in this MoU.

17. NON WAIVER

No waiver by any Party of any default with respect to any provision, condition, or requirement hereof shall be deemed to be waiver of any other provision, condition, or requirement hereof nor act as waiver of any remedy available for breach of that very provision, condition, or requirement in future. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion

18. ENTIRE MOU

The terms and conditions laid down in this MoU shall be read in consonance with one another and form an integral part of this MoU and shall together constitute the entire MoU. This MoU supersedes any prior MoUs, understanding or representation of the Parties on the subject matter.

NEN-AI and has executed this memorandum of Understanding by their duly authorized representative effective as on date last set forth below:

For Artificial Intelligence Unit of National
Entrepreneurship Network

Signature: _____

Mr. Shekar Sivasubramanian
CEO



For IIHMR University, Jaipur

Signature: _____

Name: Dr. P.R Sodani

Designation: President, IIHMR University
Jaipur

PRESIDENT
THE IIHMR UNIVERSITY
1, PRABHU DAYAL MARG

NEAR SANGHANER AIRPORT, JAIPUR 302029



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement ("**Agreement**") entered into on this 30th day of May, 2023 ("**Effective Date**") by and between:

ARTIFICIAL INTELLIGENCE UNIT OF NATIONAL ENTREPRENEURSHIP NETWORK, a non-profit organization with office at Tower No.3, 6th Floor, SJR I Park, EPIP Zone-1, Whitefield Road, Bangalore 560066, India and Artificial Intelligence Unit Program Office at C/o The BIV, 9 A, 3rd Floor, Phelps Building, Connaught Place, New Delhi-110001 (hereinafter referred to as "**NEN-AI**"), (hereinafter referred to as "**NEN-AI**") which term shall include its successors and permitted assigns) of the ONE PART

AND

IIHMR University Jaipur, having its address at 1, Prabhu Dayal Marg, near Sanganer Airport, Maruti Nagar, Jaipur, Rajasthan, (hereinafter referred to as **IIHMR University Jaipur**) which expression shall be deemed to mean and include its or their respective successors and permitted assignees of the SECOND PART;

NEN-AI and IIHMR University Jaipur shall hereinafter be referred hereto individually as a "Party" and "Parties" collectively.

RECITALS

- A. The Parties desire to pursue discussions and negotiate the purpose of semantic exchange of knowledge and ideas in the fields of public health technology for the projects that the two parties intend to do together (the "Purpose").
- B. In order to facilitate the Purpose, certain Confidential Information (as defined below) may be disclosed by either Party to the other.
- C. The Parties desire to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such Confidential Information.
- D. As an express condition to the disclosure of Confidential Information by the Parties, the Parties have agreed to enter into this Agreement and be bound by the terms and conditions herein after set forth governing the disclosure, use and protection of the Confidential Information.

NOW THEREFORE in consideration of the premises and mutual obligations hereinafter described, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. In this Agreement, unless the context otherwise requires:

"**Disclosing Party**" shall mean the party disclosing Confidential Information.

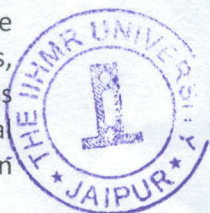
“Recipient” shall mean the party receiving such Confidential Information.

2. Confidential Information

- 2.1 “Confidential Information” shall mean such information, whether in written, oral, electronic or visual form, relating to the Disclosing Party or the Purpose, including all trade secrets or confidential or proprietary information, including without limitation, information and software related to electronic exchange of data, applications and analyses, information which relates to business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports, projections, any data, study, survey, reports, opinions, assumptions, forecast of any nature, drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, proposed business deals, contracts or agreements, which is clearly designated as ‘Confidential’ or ‘Proprietary’ in writing by the Disclosing Party, whether by letter or by the use of an appropriate proprietary stamp, legend or screen caption, at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Recipient.
- 2.2 Any information disclosed orally or visually by the Disclosing Party will be considered Confidential Information by the Recipient, when such information is identified as such and reduced in writing, identifying the time and place of disclosure, the participants and the general nature of the information being disclosed), marked ‘Confidential’ or ‘Proprietary’ and transmitted to the Recipient within one week of such oral or visual disclosure.
- 2.3 The Disclosing Party understands that any inaccurate or incomplete Confidential Information may have adverse/material impact on the purpose for which it is being used. Hence, the Recipient, its directors, officers, employees, agents and professional advisors shall not be liable for any liability arising out of the use of any such inaccurate or incomplete Confidential Information.

3. Disclosure and Use of Confidential Information

- 3.1 The Confidential Information shall be used only during the Term (as defined below in this Agreement) and only for the Purpose as defined in the Agreement.
- 3.2 The Recipient shall keep the Confidential Information as confidential and shall employ the similar degree of care as it would employ to protect its own confidential and proprietary information of like nature. The Recipient shall limit disclosure and dissemination of Confidential Information of the Disclosing Party and shall not disclose it to any third party, except, where applicable, to only to those partners, directors, officers, employees, associates and professional advisors who reasonably require access to Confidential Information to achieve the Purpose and for the Recipient’s annual Quality Assurance Review; provided that the Recipient ensures that each such person



shall abide by terms and conditions substantially similar to those terms and conditions applicable to the Recipient under this Agreement.

3.3 The Recipient shall disclose the Confidential Information to its professional indemnity insurers and it shall do so in confidence only.

4. Limitation on Obligations

The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information:

- (a) Is disclosed with the written approval of the Disclosing Party; or
- (b) Is in the public domain at the time of the Disclosing Party's communication thereof to the Recipient; or
- (c) enters the public domain through no fault of the Recipient, subsequent to the time of the Disclosing Party's communication thereof to the Recipient; or
- (d) Was in the possession of the Recipient, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Recipient from a source other than the Disclosing Party provided that such source, to the best of the Recipient's knowledge, was not bound by an obligation of duty of confidentiality to the Disclosing Party; or
- (e) Was developed by employees or agents of the Recipient, independently of and without reference to the Confidential Information;
- (f) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, order, decree, regulation, rule or directive or pursuant to a court order or the stock exchange requirement, provided that the Recipient takes all steps to the extent reasonable to provide notice of such disclosure to the Disclosing Party prior to such disclosure.

5. Ownership of Confidential Information

The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Confidential Information disclosed by it and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Return of Documents

The Recipient shall, upon expiry or early termination, as the case may be, of this Agreement and at the request of the Disclosing Party, return to the Disclosing Party all tangible manifestations of Confidential Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) or shall destroy the same and notify the Disclosing Party accordingly as soon as practicable, save for such copies as may be required to be retained by law or for compliance with corporate governance requirements and internal policies or to defend itself against any proceedings brought against it, as well as copies of electronically exchanged Confidential Information made as a matter of routine information technology backup.

7. Data Protection

Each Party and any other persons acting on behalf of the such Party shall ensure compliance with the data policy for performing its obligations under this Agreement and also take such steps as are reasonably required to comply with the applicable data privacy and protection laws. Should any conflict arise between the data policy and the applicable data privacy and protection laws, the applicable laws shall prevail.

8. Miscellaneous

- (a) Any notice, communication, document, or demand given hereunder shall be in writing and shall be hand delivered or by email or sent by post to the address set out below or any other address notified by the Parties and any notice shall be deemed to be given if hand delivered at the time of delivery, if sent by post on the second business day of the recipient following posting, and if sent by facsimile on the date the machine confirmation of the transmission of the said facsimile is received.

For IIHMR University Jaipur

Address: 1, Prabhu Dayal Marg, near Sanganer Airport, Maruti Nagar, Jaipur, Rajasthan

Email Id: sodani@iihmr.edu.in

Contact Person: Dr P.R. Sodani, President, IIHMR University, Jaipur

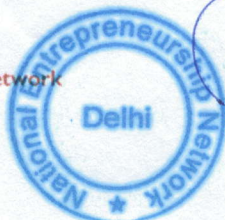
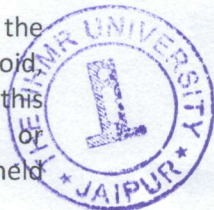
For NEN- AI

Address: C/o The BIV 9 A, 3rd Floor, Phelps Building, Connaught Place, New Delhi, Delhi 110001

Email id: vijayalakshmi@wadhwaniai.org

Contact Person: Vijayalakshmi Raghavan, Director - Solutions

- (b) This Agreement supersedes all prior agreements, (if any) written or oral, between the Disclosing Party and the Recipient relating to the subject matter of this Agreement.
- (c) Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initiated by all the signatories to this Agreement.
- (d) This Agreement will be binding upon and endure to the benefit of the Parties hereto and their respective successors in interest and permitted assigns.
- (e) Severability: If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held to be illegal, void, prohibited or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of the remaining paragraphs, sub-paragraphs, or provisions to persons, or circumstances other than those with respect to which it is held illegal, void, prohibited or unenforceable, shall not be affected.



- (f) Governing Law and Jurisdiction: This Agreement shall be governed by the laws of India and each of the Parties submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Term, Termination and Survival of Obligations: This Agreement shall be valid for a period of twelve (12) months commencing from the Effective Date unless a definitive services contract is executed between the Parties in which event this Agreement shall expire after 5 (five) years from the termination of this Agreement ("Term"). This Agreement can be terminated by either Party by giving a prior written notice of 1 (one) month.
- (h) The Parties warrant that the signatories signing this Agreement on their behalf is duly authorised to do so and irrevocably binds the respective Parties to the Agreement.
- (i) This Agreement shall not be construed to constitute, create, give effect to or otherwise imply any joint venture, partnership or any formal business relationship between the Parties.
- (j) This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the authorized signatories of each Party have executed this Agreement as on the day and the year first hereinbefore written.

Agreed and executed for and on

Agreed and executed for and on behalf of
behalf of

**For Artificial Intelligence Unit of National
Entrepreneurship Network**

IIHMR UNIVERSITY JAIPUR

Signature:

Mr. Shekar Sivasubramanian
CEO



Signature:

Dr. P.R. Sodani
President

PRESIDENT
THE IIHMR UNIVERSITY
1, PRABHU DAYAL MARG
NEAR SANGANER AIRPORT, JAIPUR 302029

WITNESS –

Signature:

Devki Bhatt
Associate Project Manager, NEN-AI

