



Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made on **May 28, 2024**, between **IIHMR University**, having its registered office at 1, Prabhu Dayal Marg, Sanganer Airport, Jaipur, Rajasthan 302029, represented by Dr. P. R. Sodani, President hereinafter referred to as the "**First Party**", which term unless repugnant to the context thereof shall mean and include its legal heirs, successors, nominees and permitted assigns, etc.).

AND

BIOPRESERVE INNOVATIONS located at 72/2, Shipra Path, Mansarovar, Jaipur-302020, Rajasthan represented by Puneet Sethi, COO & Co-Founder, BIOPRESERVE INNOVATIONS (hereinafter referred to as the "**Second Party**", which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns).

1. Partner Background

About IIHMR University, Jaipur

The genesis of the **IIHMR University, Jaipur** (First Party) dates to October 5, 1984, when the Indian Institute of Health Management Research (IIHMR) was established. The IIHMR University has been established and incorporated as a postgraduate research University by the Government of Rajasthan vide the IIHMR University, Jaipur Act, 2014 (Act No. 3, of 2014). IIHMR University is UGC recognized, NAAC accredited. IIHMR University is dedicated to the improvement in standards of health through better management of health care and related programmes. It seeks to accomplish this through management research, education, training, consultation, and networking in a national and global perspective. IIHMR University offers MBA (Hospital and Health Management), MBA (Pharmaceutical Management), MBA (Development Management), MBA (Healthcare Analytics) Master of Public Health (Offered by Johns Hopkins Bloomberg School of Public Health, Baltimore, MD, USA in cooperation with IIHMR University, Jaipur, India), Master of public Health (Implementation Science) program under the WHO-TDR postgraduate training scheme., Executive Education Programs, Online Certificate Courses and PhD programmes. IIHMR University has strong collaboration with Johns Hopkins University, USA; University of Manchester, UK; University of Montreal, Canada; Management and Science University (MSU) Malaysia, MENDEL University, Brno, Czech; Duquesne University, Pennsylvania, USA; Curtin University Malaysia and Rajasthan University of Health Sciences for academic advancement, student exchange, faculty exchange, and joint research programs.

About BIOPRESERVE INNOVATIONS

BIOPRESERVE INNOVATIONS (Second Party) is dedicated to managing biological samples for scientific research. Our services include sample management, quality assurance, and research collaboration, aiming to advance scientific discovery. As a bio-bank, we prioritize processing and storing human tissue samples for research institutions. Our mission is to preserve biological samples and their data, fostering innovation across various fields. With a focus on reliability and security, our expert team ensures the integrity of stored samples. Utilizing state-of-the-art facilities and technology, we offer efficient storage and processing solutions. At BIOPRESERVE INNOVATIONS, we're committed to supporting scientific research through dependable bio-bank services tailored to our clients' needs. Our bio-bank offers comprehensive biospecimen services, including:

- Collection and storage of diverse sample types (e.g., Human tumor tissue, Infectious diseases swab sample)
- Rigorous quality control processes to ensure specimen integrity
- Robust data management systems ensuring traceability and compliance with international standards
- Customizable bio-banking solutions tailored to meet specific research needs
- Infectious Diseases (Swab & Frozen)
- Human Tumor Tissue (FFPE Blocks)
- PBMC
- Cryopreservation
- Snap frozen tissue
- DNA and RNA Extraction
- Sequencing on NGS

2. Scope of MoU

The MoU outlines the broad framework of understanding between IIHMR University, Jaipur and BIOPRESERVE INNOVATIONS to formally establish continuing collaboration by identifying and developing areas of cooperation.

3. Purpose

- 3.1** Under this MoU, the IIHMR University would like to send post graduate students/ research scholars for their internship/dissertation/practicum to BIOPRESERVE INNOVATIONS. The dissertations/internship undertaken by IIHMR University post graduate student will help the BIOPRESERVE INNOVATIONS for improving efficiency and functions.
- 3.2** IIHMR University would like to explore opportunities for research scholars for pursuing their doctoral degree work with BIOPRESERVE INNOVATIONS-based data.
- 3.3** IIHMR University desires to send the post graduate students/training participants for exposure visits to the BIOPRESERVE INNOVATIONS for better understanding of BIOPRESERVE INNOVATIONS functions.

- 3.4 IIHMR University would like to engage with BIOPRESERVE INNOVATIONS in writing joint research proposals/ papers and organizing workshops/ conferences/ seminars/webinars/ training programmes, Joint academic programmes / certificate programmes/ guest lectures/ mentoring sessions.
- 3.5 It is further clarified that the internship/dissertation/practicum shall be implemented/ undertaken by the student in accordance with BIOPRESERVE INNOVATIONS standard operating procedures/SOPs.
- 3.6 Any data/ report relating to the internship/dissertation/practicum shall be submitted to BIOPRESERVE INNOVATIONS for review and comments prior to submission to IIHMR University by the student.
- 3.7 IIHMR University students may explore placement opportunities (If available) at BIOPRESERVE INNOVATIONS.
- 3.8 The First Party shall endeavor and insist on its student, at all times during the Term of this MoU and while on the premises of the BIOPRESERVE INNOVATIONS, to comply with the rules and regulations prescribed by them. Student/Researcher scholar must maintain harmonious relations with the patients, their attendants/ visitors, employees and staff of the BIOPRESERVE INNOVATIONS. It is hereby clarified that BIOPRESERVE INNOVATIONS and IIHMR University reserves the right to forthwith terminate the MoU and/ or enrolment of the Student/Researcher/ scholar, in the event of any misconduct/ illegal act of the Researcher/ any scholar/ any staff during the Term of this MoU.
- 3.9 Conduct any other areas of cooperation as agreed to by the Parties from time to time.

4. Financial Arrangements

- 4.1 This MoU will not give rise to any financial obligation by one Party to the other. Each Party will bear its own cost and expenses in the implementation of this MoU.

5. Confidentiality

- 5.1 Each of the Parties shall maintain the utmost confidentiality, regarding the contents of this MoU at all times, and no Party shall use or disclose any confidential information of the other Party for any other purpose. The First Party shall endeavor and insist on its student/ Researcher/ scholar to maintain strict confidentiality of any and all information gathered by them or comes to their knowledge while at the premises of BIOPRESERVE INNOVATIONS during the duration of this MoU.

6. Force Majeure

Both parties shall not be responsible for any failure to perform to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to act of nature, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, terrorist activates, strikes or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such aspect being beyond the control of participating agencies, appropriate strategies would be worked out to compensate the activities/ schedules accordingly.

7. Liability

Both IIHMR University, Jaipur and BIOPRESERVE INNOVATIONS, shall be solely liable for any damages/claims against it in connection with the exercise of the objectives of this MoU hereunder, unless agreed upon otherwise by both the parties. Liability for specific activities jointly undertaken by parties shall be referred to in the specific agreements executed.

8. Duration

The MoU would be effective for a period of Five Years, from the date of its execution (i.e., signing by both parties). It may be extended after expiry of three years and on such terms and conditions as may be mutually agreed upon. This Agreement will remain valid and in force until the date that is five years after the date of execution, unless either party provide the other with written notice of nonrenewal at least thirty (30) days prior to the completion of validity of MoU.

9. Termination

Either party may terminate this MoU, without prejudice to any other remedy for any breach of MoU, by written notice for a period of 30 days.

10. Amendments

10.1 Either Party may request in writing a revision, amendment or modification of all or any part of this MoU.

10.2 Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MoU.

11. Conflict of Interest

Both Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual, or other interests relating to the activities under this MoU. Both parties also agree that this MoU will not be treated as a deterrent to allow similar activities or collaboration with other organizations.

12. Resolution of Disputes

11.1.0 Any dispute arising between parties to this MoU will be put forward before an Arbitrator who will be appointed after consulting both parties.

In witness thereof, the duly authorized representatives of the collaborating parties sign this Memorandum of Understanding.

The Parties herein have entered and executed this MoU on the date mentioned above.

Agreed and accepted:

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For IIHMR University, Jaipur

For BIOPRESERVE INNOVATIONS

Dr. P. R. Sodani

Puneet Sethi

President, IIHMR University, Jaipur

COO & Co-founder

28/5/24

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Date:

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Date:

Witness 1:

Salma Sayer

[Signature]

Witness 2:

Witness 1:

[Signature]

Witness 2:

Ramesh