

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on February 21, 2021 between Centre for Innovation, Incubation, Entrepreneurship (CIIE), IIHMR University, having its registered office at 1, Prabhu Dayal Marg, Sanganer Airport, Jaipur, 302 029, Rajasthan, represented by Dr. P. R. Sodani, President (Officiating) (hereinafter referred to as the “**First Party**”, which term unless repugnant to the context there of shall mean and include its legal heirs, successors, nominees and permitted assigns etc.).

and

Explorra Education Pvt. Ltd. (Innovation & Research Foundation) 2nd Floor, A K Patel House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad 380009, Gujarat

This Memorandum of Understanding (MOU) describes the understanding between **EXPLORA EDUCATION PVT. LTD.**, located at 2nd Floor, A K Patel House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad 380009, Gujarat and the **IIHMR University** (IIHMRU), located at 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur in a planned collaboration. (Innovation & Research Foundation) have been individually referred to as 'PARTY' and collectively called 'PARTIES' hereafter. Both these independent organizations are committed to mutual and common goals of generating new knowledge towards Entrepreneurship & Start Up in the Healthcare domain; undertake activities, organize events in the field of Design, Innovation, Management, Entrepreneurship and Emerging Technologies contextual to healthcare.

NOW, IN CONSIDERATION TO THE MUTUAL COVENANTS AGREED HEREIN THE PARTIES HERETO HAVE AGREED TO BE LEGALLY BOUND BY THE FOLLOWING TERMS, WHICH SHALL HEREAFTER GOVERN THE TERMS OF THIS MOU.

1. Duration and Validity

This MOU will be effective upon signature and shall be valid until 3 Years and may be extended by agreement in writing, exchanged between the Parties. Either Party may terminate this MOU early, at any time, upon three (3) months' written notice to the other Party in writing.

2. Areas of Collaboration

The primary areas of collaboration of this MOU are:

The main goal of this collaboration is to provide platform for the stakeholders- i.e., **CIIE, IIHMR University**, 1 Prabhu Dayal Marg, Near Sanganer Airport Terminal 1, JAIPUR 302029 India as knowledge partner with Innovation & Research Foundation and create awareness amongst the nearby colleges / Institute's faculty members. The respective organizations jointly recognize this MoU to mutually cooperate in the areas of Design & Innovation Thinking program.

The primary objective of this MoU is to build technical capacity, to promote mutual understanding between the organizations in their endeavor to foster innovation-based entrepreneurship by supporting the **MDP program & technology Startups** with specific focus on **Healthcare**, medical devices, Applications of IT, IOT & AI in healthcare for commercializing their innovative ideas. The MoU shall formally set out the terms of cooperative relationship between the parties, establish their respective roles, and facilitate the function of each party in relation to collaborative initiative. Both organizations agree to develop collaborative activities on a regular and ongoing basis in the areas of mutual interests, entrepreneurship development and as equal partners with reciprocity. All such activities are expected to reflect area of innovation and respective expertise.

The development and implementation of specific activities based on MoU shall be negotiated and agreed between the parties through the respective authorities. This MoU is agreed based on cooperation between the organizations and includes, but is not limited to the following options:

1. Help develop an Innovation ecosystem at IIHMR i.e., culture for innovation, open design school, incubator, accelerator, idea lab, prototyping facility, emerging tech facility etc.
2. Leveraging the existing network of both organizations to contribute actively to the healthcare innovation, emerging tech and start up ecosystem of India
3. Develop Innovation, emerging tech, Start Up & Design Thinking activities for faculty & students in Health care
4. Work on Design Clinic for the Institute (IIHMR) and other stake holders in the health care domain
5. Helping Create a startup funnel to get good start up ideas / startups to apply to IIHMR, also support in guiding the students to move from idea to market to market success stages of startup creation.
6. Mentoring students for innovation, professional 21st century skills & competencies, and startup
7. Mentoring/Technically support for Design & Innovation Thinking program, as needed
8. Extend infrastructure facilities including laboratory and instrumentation facility and access to software to Design & Innovation Thinking program
9. Support development Specialized Innovation & Design Thinking program in the respective focus health care verticals / sectors
10. Explore opportunities to develop and conduct collaborative programs and projects on Healthcare private and government stakeholders' program.
11. Conduct design, innovation, emerging technology, management, related activities based on mutual agreement.
12. Help in creating joint campaign, online and offline platforms and avenues to nurture and support healthcare innovation.

3. Confidentiality

Each Party shall retain all copyright, trademarks, trade names, and other intellectual property rights. Each Party shall retain all copyright, trademarks, trade names, and other intellectual property rights (collectively referred as 'IPR') in everything developed by it either before or during the course of this MOU, including systems, methodologies, software and know-how and, b. in all reports, deliverables, written advice, working papers, files or other materials provided by it to any prospective client in the context of any final contract that may be executed with any prospective client and this MOU, including electronic documents and files. Neither party shall use the IPR of the other party, without always taking its prior written consent.

Everything developed by it either before or during this MOU, including systems, methodologies, software, and know-how and, b. in all reports, deliverables, written advice, working papers, files or other materials provided by it to any prospective client in the context of any final contract that may be executed with any prospective client and this MOU, including electronic documents and files. Neither party shall use the IPR of the other party, without always taking its prior written consent.

4. Terms of Agreement

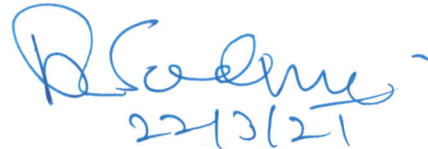
- Both parties agree to carry out the above-mentioned activities in accordance with laws and regulations of respective organizations after full consultation and approvals.
- The parties hereby agree that there is no financial and any kind of Intellectual property implications involved in execution of this MOU on either of the parties.
- Any Projects undertaken that have financial and Intellectual property implication shall be discussed on a case-by-case basis and written consent by both parties shall be required.
- The parties, hereby, agree that there are no bound exclusively by this MoU and shall be at a liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
- The term of this agreement will be valid for a period of three years commencing from the date of signature hereof.
- This MoU can be extended for further terms on mutual agreement.
- This MoU may be terminated by giving 3 months' prior notice from either party.
- This MoU shall be in accordance with and is governed by the relevant laws of India. The courts situated at Ahmedabad shall have exclusive jurisdiction for the enforcement of terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

For Explorra Education Pvt. Ltd. For IIHMR University
(Innovation & Research Foundation)



Name: Mr. Rohit Swarup
Designation: Founder, Director
Explorra Education Pvt. Ltd.
(Innovation & Research Foundation)


22/03/21

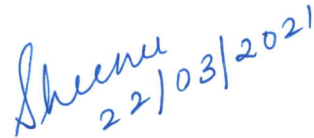
Name: Dr. Prahlad Rai Sodani
Designation: President

Witness



NINAD SHASTRI
DIRECTOR
EXPLORRA EDUCATION PVT LTD

Witness


22/03/2021

Dr. Sheenu Jain
Associate Professor and Chair CIIE
IIHMR University