

Memorandum of understanding between

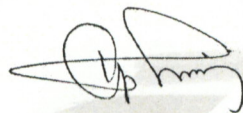
Date :

The Chief Scientific Officer
Inbiotics
William Hospital Campus
MS Road, Nagercoil, Kanyakumari District,
Tamilnadu, India - 629001

The Principal
Rajas Dental College & Hospital,
Thirurajapuram, kavalkinaru junction,
Thirunelveli District,
Tamil Nadu, India - 627105

PG & Research Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital, Thirurajapuram, Kavalkinaru Junction, Tamil Nadu, India - 627105 and INBIOTICS, Nagercoil, Kanyakumari District, Tamil Nadu, India-629001. Hereby Enter Into This General Agreement to Foster International Co-operation in Education and Research.

- Both Parties agree to encourage the following exchange activities based on their respective academic and educational needs.
 - Exchange of research scholars
 - Exchange of students
 - Exchange of academic information and materials
 - Department of joint Ph.D research programs
 - Department of joint conferences.
 - Other academic exchange as may be agreed to by both parties.
- The implementation of each exchange program referred above will follow the guidelines established on mutual agreement by both the parties. Efforts will be made by both parties to find financial resources for carrying out the activities listed above.
- Nothing shall diminish the full autonomy of either institution nor will any constraints be imposed by either upon the other in carrying out the agreement.
- This agreement shall be in force for a period of 3 years from the date of the last signing and is subject to revision or modification by mutual agreement. It is also understood that this agreement may serve as the basis for specific agreements to be developed at a later date. It is further understood that either institution may terminate the agreement at any time, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to either party.
- Amendment to the MOU:
This memorandum of Understanding may be amended in writing by mutual consent between the both parties. IN WITNES WHEREOF, the undersigned parties have agreed and executed this document in English in two originals.



The Chief Scientific Officer




The Principal

RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement (the “Agreement”), having an Effective Date of 17th of February 2017, is made between INBIOTICS, India and Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital, India under the following terms and conditions. Institute/Hospital is referred to collectively in this Agreement as the “Institutions” and, unless specifically named, is treated as a single party.

1. Research Project.

The Institutions desire to undertake collaborative research activities for the purpose of “Research Project”. The respective contributions INBIOTICS and the Institutions to the Research Project are described in the Statement of Work set forth on **Attachment A** to this Agreement, which is incorporated herein by reference. The Principal Investigator for the Institutions will be Dr. Jonathan Emil Sam MDS, who is a faculty member or research scholar of the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital. The Co- Investigator will be Dr. K.P. Srinivasakumar of Inbiotics who is an Chief Scientific officer of INBIOTICS. The Research Project shall not exceed the scope of work set forth on Attachment A, provided that any modifications of Attachment A that do not alter its scope, as they believe appropriate. Any significant changes must be in writing and must be approved by INBIOTICS, and the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital. Each party will bear all of its own costs and expenses in connection with the Research Project.

2. Transfer of Materials among Parties.

Biological and other research materials, as hereinafter defined, may be transferred between the Inbiotics and the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital in connection with the Research Project. The following terms shall govern any transfer of materials pursuant to the Research Project.

a. In General.

It is expected that the INBIOTICS will transfer to the Institutions materials developed outside the course of the Research Project as set forth in Attachment A, and the Institutions will transfer to INBIOTICS materials developed outside the course of the Research Project as set forth in Attachment A. In addition, other materials developed during the course of the Research Project may be transferred between the parties as part of the Research Project. Materials developed solely by the INBIOTICS, whether developed before or after the Effective Date, together with progeny and unmodified derivatives, will be owned solely by the INBIOTICS (“INBIOTICS Materials”); materials developed solely by Institutions, whether before or after the Effective Date, together with progeny and unmodified derivatives, will be owned solely by Institutions (“Institutions Materials”); materials developed jointly by researchers at the INBIOTICS and the Institutions in the course of the Research Project will be owned jointly (“Jointly Developed Materials”). INBIOTICS Materials, Institutions Materials and Jointly Developed Materials are sometimes hereinafter referred to as “Research Materials,” singly or collectively.

[If blood or other human materials may be exchanged, the parties should confirm that informed consent, IRB and HIPPA requirements, as applicable, have been satisfied.]

b. *No Warranties.*

All Research Materials transferred in connection with the Research Project are experimental in nature and shall be used with prudence and appropriate caution, since not all of their characteristics are known. **ALL RESEARCH MATERIALS ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.** A party providing its Research Materials makes no representation or warranty to the receiving party that the use of such Research Materials will not infringe any patent or other proprietary right.

c. *Legal Title; Use.*

Legal title to any Research Materials transferred hereunder shall be unaffected by this Agreement or the transfer made hereunder. The Institutions will use INBIOTICS Materials only in work done in the course of the Research Project. The INBIOTICS will use Institutions Materials only in work done in the course of the Research Project, and only in Dr. Jonathan Emil Sam's laboratory in research by laboratory personnel under [his/her] immediate and direct control. In addition, during the term of the Research Project, any Jointly Developed Materials will not be used by the parties other than in the Research Project.

d. *Limitations.*

Research Materials transferred under this Agreement are provided only for use in animals or in vitro. ***Research Materials transferred under this Agreement will not be used in humans, including for purposes of diagnostic testing.*** Any use of INBIOTICS Materials by the Institutions, or of Institutions Materials by the INBIOTICS, or of Jointly Developed Materials by a party, other than in accordance with this paragraph 2, is a material breach of this Agreement for purposes of the termination provisions of paragraph 8, below.

e. *Recipient Rights in Transferred Materials.*

The transfer of INBIOTICS Material to the Institutions, and the transfer of Institutions Materials to the INBIOTICS, gives the recipient no rights in such material other than those specifically set forth in this Agreement.

3. *Confidentiality.*

Subject to paragraph 5, below, during the term of this period Agreement and for a of five years thereafter, each party shall cause all information that is disclosed to it by the other party in connection with the Research Project and is identified in writing as confidential by the disclosing party ("Confidential Information") to be treated according to the same internal security procedures and with the same degree of care regarding its secrecy and confidentiality as the party receiving the disclosure treats similar information of its own within its organization. Confidential Information does not include information that: (i) is or later becomes available to the public through no breach of this Agreement; (ii) is obtained from a third party who had the legal right to disclose the information; (iii) as of the date of disclosure, is already in the possession of the party to whom disclosure is made; or (iv) is required to be disclosed by law, government regulation, or court order.

4. Results of Research Project.

a. In General.

Each party will keep the other parties informed of research results obtained from its work in connection with the Research Project. Information shared in accordance with this paragraph shall be treated as confidential by the party to which it is disclosed (even if not identified as confidential by the disclosing party), and shall be handled by that party in accordance with, the terms of paragraph 3, above. Following the collaboration, each party shall have an unrestricted right to use for its own internal research purposes all research results, including without limitation any Sole Invention of any party and any Joint Invention (as such terms are defined below), obtained from the Research Project.

[If the research results will be tangible, for example a genetically modified mouse, the agreement should provide that the party generating the research results will make a reasonable number of samples of the results available to the other parties as soon as the results have been generated.]

b. Inventions.

For purposes of this Agreement, an "Invention" is any invention or discovery, whether patentable or non-patentable, or copyrightable or non-copyrightable, that is conceived or reduced to practice in the course of the Research Project. Inventorship of Inventions will be determined in accordance with principles of applicable patent law. In the case of a non-patentable Invention, inventorship will be determined under such principles by treating such Invention as if it were patentable. If an Invention is made by one or more inventors all of whom are required to assign rights in the Invention to a single party (a "Sole Invention"), the Sole Invention shall be the property of that party. If an Invention is made by more than one inventor, and at least one inventor is required to assign rights in the Invention to the INBIOTICS, and at least one inventor is required to assign rights in the Invention either to INBIOTICS or to the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital, the Invention shall be jointly owned by the parties who are assigned rights in the Invention (each, a "Joint Invention"). However, INBIOTICS will assign its rights in any Sole Inventions and Joint Inventions to the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital pursuant to the collaborative arrangements between them, subject, however, to a research-use license retained by INBIOTICS. The Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital and INBIOTICS may pursue joint patent protection of Joint Inventions.

[If this is a software-related collaboration, consider amending this paragraph as needed to change focus from patent to copyright (or expand to cover both).]

c. Licensing of Sole Inventions.

Each INBIOTICS and the Institutions separately reserve the right to license its interest in any Sole Invention, subject to the other party's right to use the Sole Invention for its own internal research purposes, and the Institutions or the INBIOTICS, as the case may be, shall have no right to compensation in connection with any such license granted by the other party to any third party.

d. Licensing of Joint Inventions.

Subject to (i) Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital obligations to the regulatory body and other third parties, including without

limitation obligations under the Principles and Guidelines for Recipients of Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources, (ii) the right of each of INBIOTICS and the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital to use each Joint Invention for its own internal research purposes, and (iii) INBIOTICS's policies on research tools and on sharing publication-related materials, data, and software (SC-300 - Sharing of Publication-Related Materials, Data and Software), the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital hereby grants to the INBIOTICS an option to negotiate in good faith for an exclusive, royalty-bearing license on reasonable commercial terms to use the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital interest in any Joint Invention. The option to negotiate with respect to any such Joint Invention shall be valid and exercisable for a period of 60 days after the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital notifies the INBIOTICS of the Joint Invention and, if the INBIOTICS exercises the option within that period, then the INBIOTICS shall have 120 days after exercise of the option within which to execute a license. The 120-day period may be extended by mutual agreement of the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital and the INBIOTICS. If, with respect to any Joint Invention, either the INBIOTICS does not exercise its option within the option period for that Invention or the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital and the INBIOTICS are unable to agree on the terms of a license within the negotiation period, then the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital shall be free to license its interest in such Invention to others without further obligation to the INBIOTICS.

[If the research results will include a genetically modified strain, the agreement should provide that the Institutions may send samples of any genetically modified mouse arising from the Research Project to a repository such as the Jackson Laboratory or a Mutant Mouse Regional Resource Center, after publication of the mouse strain, so that the mouse strain will be generally available to other research scientists.]

e. *Indemnification for Commercial Use.*

In the event that the INBIOTICS, any affiliate, licensee or sublicense thereof, or any third party on behalf of or for the account INBIOTICS, uses a Joint Invention for any commercial purpose ("Commercial Use"), including without limitation the development or derivation of a product or service from such Joint Invention (collectively, a "Product") and there is no license agreement in place between the Department of Conservative Dentistry & Endodontics Rajas Dental College & Hospital and the INBIOTICS with respect to such Invention, the Department of Conservative Dentistry & Endodontics Rajas Dental College & Hospital, INBIOTICS and their respective trustees, directors, officers, employees, and agents (collectively, "Indemnitees"), will be indemnified, defended by counsel acceptable to the Department of Conservative Dentistry & Endodontics Rajas Dental College & Hospital and INBIOTICS, and held harmless by the INBIOTICS from and against any claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Commercial Use Claims"), based upon, arising out of, or otherwise relating to any Commercial Use or use of any Product by any person or entity (including any Indemnitee), including without limitation any cause of action relating to product liability. The previous sentence will not apply to any Commercial Use Claim that is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of an

Indemnitee. In the event that the Department of Conservative Dentistry & Endodontics Rajas Dental College & Hospital grants a third party a license for the commercialization of an Invention that is jointly owned by the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital and the INBIOTICS, and the INBIOTICS is not a party to said license, then the Department of Conservative Dentistry & Endodontics Rajas Dental College & Hospital shall include language in any such license so that INBIOTICS is indemnified by the third party licensee thereunder. Without limiting the foregoing, no party hereto shall have any obligation or liability under any agreement by which another party (the "Licensing Party") licenses or sublicenses a Sole Invention of the Licensing Party or the Licensing Party's interest in a Joint Invention.

4. Publication.

It is contemplated that results of the Research Project will be jointly published; however, the Institutions and the INBIOTICS each separately reserve the right to publish information and data generated in the course of the Research Project. The parties agree to abide by the policies of journals in which publications will appear as to such matters as the public release or availability of data or biological materials relating to the publication, and to abide by the INBIOTICS Research Tools and Sharing Policies. Authorship of results of the Research Project will be determined in accordance with academic standards and custom. Proper acknowledgment will be made for the contributions of each party to the research results being published. If a proposed publication is not a joint publication, the party wishing to make the publication shall provide a copy of the manuscript or abstract to the other party at least 30 days prior to publication in order to allow the other party an opportunity to protect proprietary information or intellectual property that might be disclosed by the manuscript or abstract. In addition, a party will not publish Confidential Information received from the other party (not to include results, information, data or materials generated in the course of the Research Project) without such other party's consent. Once results, information, data and materials generated in the course of the Research Project have been published, the confidentiality restrictions of this Agreement shall no longer apply to them. In addition, each party shall make samples of its Research Materials (including Jointly Developed Materials) disclosed in the publication available upon request (supplies permitting) to scientists at non-profit institutions, provided that the recipient scientist agrees in writing that such Research Materials (i) will be used for research in the recipient scientist's laboratory only, (ii) will not be used for any commercial purpose, (iii) will not be used for work on human subjects, and (iv) will not be distributed to other laboratories.

5. Responsibilities of the Parties.

Each party is an independent contractor and has no authority to bind or act on behalf of another party. Each party is responsible and liable to the other parties only for its own acts and omissions, and the acts and omissions of its trustees, directors, officers, employees, and agents, relating to the Research Project or to any Research Materials that have been transferred to it in connection with the Research Project. The INBIOTICS agrees to indemnify, defend with counsel acceptable to each of INBIOTICS and the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital, and hold each of INBIOTICS and the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital and their respective trustees, directors, officers, employees, and agents harmless from, and each of INBIOTICS and the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital agrees to indemnify, defend with counsel

acceptable to the INBIOTICS, and hold the INBIOTICS and its directors, officers, employees, and agents harmless from, any claim, liability, cost, expense, damage, deficiency, loss or obligation, of any kind or nature (including without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Claims") resulting from the indemnitor's acts or omissions, or those of its trustees, directors, officers, employees, or agents, under, arising out of or otherwise related to this Agreement, the Research Project or Research Materials transferred in connection with the Research Project, except to the extent such Claim arises out of the gross negligence or intentional wrongdoing of the party seeking indemnification or that of its trustees, directors, officers, employees, or agents. Notwithstanding the foregoing, the terms of paragraph 4e, above, shall apply to all matters covered thereby.

6. Compliance with Laws and Regulations.

All research done in connection with the Research Project, including all use of Research Materials transferred hereunder, will be done in compliance with all applicable federal, state or local laws, governmental regulations and guidelines of the United States, including without limitation current NIH guidelines and any regulations or guidelines pertaining to research with recombinant DNA that may be applicable.

7. Term of Agreement; Duration of Research Project.

This Agreement shall go into effect on the Effective Date and shall continue in effect until the Research Project is completed or terminated. It is expected that the Research Project will be completed within approximately 3 years of the Effective Date. However, the INBIOTICS, or the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital may terminate the Research Project and this Agreement at any time upon 30 days' written notice to the other parties, regardless of whether the Research Project has been completed. In addition, in the event of a material breach of this Agreement by a party, any other party may terminate the Research Project and this Agreement immediately upon written notice to both other parties. If the Research Project and this Agreement are terminated, INBIOTICS Materials received pursuant to this Agreement by the Institutions shall, at the request

INBIOTICS, be returned to the INBIOTICS or properly destroyed, and Institution Materials received pursuant to this Agreement by the INBIOTICS shall, at the request of the Institutions, be returned to the Institutions or properly destroyed. The terms of paragraphs 2, 3, 4, 5, 6, and 9, and of this sentence and the preceding sentence, shall survive any termination of this Agreement.

[If the research results will be a genetically modified mouse, the Agreement should continue in effect (1) with respect to any genetically modified mice generated in the Research Project (or progeny of such mice), so long as there shall be such mice (or progeny) in being and (2) with respect to the Research Project, until the Research Project is completed or sooner terminated.]

8. Use of Name.

The INBIOTICS shall not use the name or names of the Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital, or Dr. Jonathan Emil Sam, or any abbreviation or variant thereof, in any press release, or in any commercial advertisement or similar material that is used to promote or sell products or services, unless

9. Assignment.

This Agreement is not assignable by a party, whether by operation of law or otherwise, either in whole or in part, without the prior written consent of the other parties.

10. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but which counterparts shall together constitute one and the same instrument.

11. Governing Law; Entire Agreement.

This Agreement shall be governed by and construed in accordance with the law of the State of [State in which the Host Institution is located], without reference to its choice-of-law doctrines. This Agreement (including Attachment A hereto), and any other documents executed in connection herewith by authorized representatives of the parties, contain the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior or contemporaneous agreements, written or oral, with respect thereto.

12. Financials:

Both the undersigned parties dealt meticulously in managing the research fund. Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital shall remit the appropriate fund to Inbiotics based on the written invoice raised by Inbiotics as per the project work plan and deliverables. Inbiotics cannot claim any additional payments from the University unless the scope of the work or the work plan is reframed by the Investigator or his/her designee from Department of Conservative Dentistry & Endodontics, Rajas Dental College & Hospital. The payment will be as defined in the budget after generating research work plan. Upon mutual agreement of budget the Investigator or his/her designee shall deposit/ transfer 50% of payment against the payment invoice from Inbiotics to start the research project and balance shall be cleared before the completion of the project.

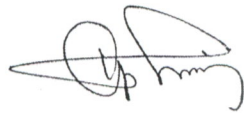
WITNESS

- 1) DR. Arvind Kumar. A 1)
H.S. S.
- 2) DR. BENIN. P. 2)

Agreed by:

INBIOTICS

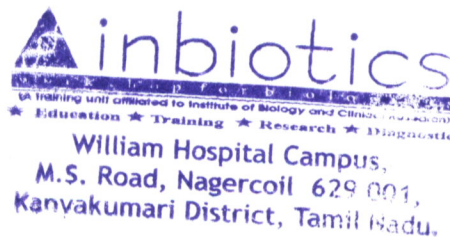
By:



Name: Dr. K.P. Srinivasakumar

Title: Chief Scientific Officer

Date:



Read and acknowledged:

Department of Conservative Dentistry & Endodontics Rajas Dental College & Hospital

1. By : 

Name : DR. RAJESH GOPAL

Date: 3-08-2018

2. By : 

Name : DR. ARVIND KUMAR

Date:

3. By. 

Name : DR. BENIN P

Date: