

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated the 18th day of May is entered into by and between:

1. **Mount Carmel College, Karukadom**, an Institution located at Karukadom(PO), Kothamangalam established in 2012, is affiliated to Mahatma Gandhi University, Kottayam (here in after referred to as "**MCC**" or "**Partner**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to its successors and permitted assigns);

and

2. **KARKINOS HEALTHCARE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at 702, 7th floor, Neelkanth Business Park, Kirol Village, Near Bus Depot Vidyavihar, Mumbai 400086 (hereinafter referred to as "**Karkinos**" or "**KHPL**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

and KHPL may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Mount Carmel College Karukadom is a private un-aided affiliated college in Kothamangalam, Ernakulam district in Kerala. Mount Carmel college was established in the year 2012 and got affiliated to Mahatma Gandhi University, Kottayam. The campus is located in a semi-urban area at Karukadom on Kochi-Dhanushkodi national highway near Kothamangalam. The college is a minority Christian institution managed by the St. Thomas province of the order of the catholic hierarchy, headquartered in Rome. The college offers six UG and four PG programmes. It regularly runs three add-on/certificate programmes too. The institution also gives due importance to integration of research with the academic activities and ensures a dynamically symbiotic student-neighbourhood community relationship. The college attracts quality students from the length and breadth of the state. Some students come even from other states. We have 42 members on the teaching staff and nearly 700 students on the rolls.
- B. Karkinos is a purpose driven organization engaged in the development of an end-to-end technology driven oncology focused managed healthcare platform for providing better, faster, and wider access to and treatment opportunity for the patients of non-communicable diseases primarily cancer. This healthcare platform will ensure that almost no person is deprived of care either by lack of access or affordability. The design and delivery will be through bespoke solutions for screening and prevention of non-communicable diseases primarily cancer, addressing core market needs for this specialized health care. It will use technology and artificial intelligence based continuous feedback to improvise care to our own needs and plans to scale up within India and beyond.
- C. In pursuance of the above focus, Karkinos proposes establishing a nation-wide network of cancer centers and hospitals (the "**Network**" collectively and "**Center**" for each cancer center / hospital within the Network) as a fully integrated offering with the aim of creating a patient care model tailored to emerging market needs that accelerates the expansion of state-of-the-art

oncology diagnosis and treatment options and which enables reach, access and affordability to all sections of society, including the indigent strata of society.

- D. In furtherance of the aforesaid vision, MCC and Karkinos wish to collaborate with each other to benefit the society at large through utilization of the strengths of both Parties.
- E. This MOU records the principal terms and conditions agreed as on date between Parties and is not exhaustive of all the terms to be agreed between Parties in relation to such collaboration.

NOW THEREFORE, IT IS HEREBY AGREED BY THE PARTIES:

1. SCOPE

- 1.1 Community Outreach; MCC will engage with Karkinos in various forms of outreach conducted in the vicinity and catchment area of MCC. The student community, staff and parents would play a key role in the outreach initiatives with guidance and support from Karkinos.
- 1.2 Awareness; MCC will embark on a mission to create awareness about cancer amongst its students, staff, parents, resident's associations and other community members. Karkinos would be knowledge partners in this initiative and make available qualified resource persons and IEC material to aid in this activity. MCC and Karkinos will collaborate to develop creative IEC material; print as well as audio-visual.
- 1.3 Mobilization; MCC will aid in mobilizing the community for the various outreach activities planned with Karkinos. MCC would make arrangements for conducting engagement activities such as mega screening camps, awareness sessions, etc on campus and in the community. YMBC would liaise with local authorities and associations to conduct similar activities for the extended community as well.
- 1.4 Cancer Support Groups; MCC will assist Karkinos in identification of cancer patients seeking psycho-social support. MCC students and staff would participate in curating sessions aimed at providing cancer patients and their family members with the required support and reassurance.
- 1.5 Campus Placements; Karkinos will recruit eligible students from MCCC for suitable job and internship opportunities when available. Students who have participated in the outreach activities will be preferred for such placement drives.
- 1.6 Karkinos having a team of professionals with a strong academic background will extend this to students of MCC via workshops and seminars
- 1.7 Karkinos being a research oriented organization will collaborate and provide its expertise to MCC in order to create a platform where interested students and faculty may engage in various research activities.

2. EXPECTED OUTCOMES

The expected and desired outcomes of this initiative are:

- MCC students, staff, parents and community would be enlightened about cancer, risk factors, prevention, early detection and other aspects thus empowering them to fight the disease.
- Screening camps would be conducted thus facilitating early detection of cancer. The camps would be arranged in convenient accessible locations.

- Cancer support groups will be built in the community ensuring that cancer patients and their family members have access to support whenever they may require this.
- The community would have access to accurate information regarding cancer whenever they required it.
- Deserving and eligible students would have the opportunity to work for their community in the space of cancer care.
- As a combined result of the various outreach activities the overall burden due to cancer in the community would decrease significantly over the coming years.
- Development of a research repository covering a vast array of subjects including, community health, behaviour change communication, implementation, psychosocial counselling etc

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants to the other Party that:

3.1.1 it is duly organized and validly existing under Indian laws

3.1.2 it has full power and authority to execute, deliver and perform this MOU and to consummate the transactions contemplated hereby;

3.1.3 this MoU has been duly and validly executed and delivered by it, and constitutes legal and valid obligations enforceable against it in accordance with the terms of this MoU; and

3.1.4 neither the execution and the delivery of this MOU nor the consummation of the transactions contemplated hereby will violate or conflict with any law, regulation, any provisions of its charter documents, any judgment, order or decree of any court, tribunal or other authority or any contract to which it is a party.

4. CONFIDENTIALITY

4.1 Each Party shall keep strictly confidential the existence and contents of this MOU and any and all confidential or proprietary information of the other Party received by it in pursuance of this MOU ("**Confidential Information**") and treat all such Confidential Information with the same degree of care and confidentiality that it affords its own confidential and proprietary information.

4.2 Confidential Information shall not include any information or material which (i) is at the time of disclosure in the public domain or which becomes generally available to the public through no fault of the receiving Party; or (ii) was already known to or in the possession of the receiving Party without any confidentiality obligations prior to disclosure by or from the disclosing Party as can be demonstrated by documentary evidence; or (iii) was disclosed on a non-confidential basis from a third party having the right to make such disclosure; or (iv) is independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information, as can be demonstrated by documentary evidence

4.3 Each Party agrees to use Confidential Information received from the other Party only in connection with this MOU, and for no other purpose, except as otherwise expressly permitted by this MOU.

4.4 A Party shall not disclose any Confidential Information of the other Party to any person or entity, without the prior written consent of the other Party, except:

- 4.4.1 to its employees, agents, advisers, and representatives, in confidence and on a need to know basis for the performance of their duties in respect of this MOU; provided that it shall ensure that such persons are bound by restrictions on disclosure and use of confidential information at least as restrictive as those set forth herein and it shall be liable for any breach of such restrictions by such persons;
 - 4.4.2 to the extent required by applicable law, or any governmental, statutory, regulatory or judicial authority (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which it is subject);
 - 4.4.3 to the extent required to comply with the rules and regulations of any governmental statutory, regulatory or judicial authority to whose jurisdiction such Recipient or any of its Affiliates is subject; or
 - 4.4.4 as otherwise expressly contemplated by this MOU.
- 4.5 Each Party shall, within 7 days of the other Party's request or termination of this MOU, return to such other Party or destroy all Confidential Information of such other Party including any copies thereof; provided, however, that it may retain (i) an archival copy of such other Party's Confidential Information (ii) information that is automatically stored in back up storage devices, subject to its ongoing obligation to maintain the confidentiality of such Confidential Information
- 4.6 Neither Party shall make any public announcement or issue or make any reports, statements or releases to the public with respect to this MOU or the transactions contemplated hereby without the prior written consent of the other Party.
- 4.7 The obligations set out in this clause 5 shall survive expiry or earlier termination hereof for a period of [three (3) years] from the date of termination hereof.

5. Term and Termination

- 5.1 This MOU shall be effective on and from the date of its execution by the Parties ("**Effective Date**") and shall be valid and effective for a period of 5 years' therefrom ("**Term**"). Parties may at any time prior to expiry of the Term, mutually extend the Term of this MOU in writing.
- 5.2 This MOU shall stand terminated on the earlier to occur of
- 5.2.1 mutual agreement of Parties to terminate this MOU;
 - 5.2.2 termination by a Party by 30 days' written notice to the other Party; and
 - 5.2.3 expiry of the Term.

6. ASSIGNMENT

- 6.1 This MOU shall not be assigned or transferred by a Party without the express written consent of the other Party.
- 6.2 MCC acknowledges that Karkinos may nominate its affiliate to be the party to the definitive agreements entered into pursuant to this MOU.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This MOU shall be governed by and construed in accordance with the laws of India. In case of any question, claim or dispute arising out of or in connection with this MOU ("Dispute"), Parties shall endeavour to resolve the same amicably by referring the same to their respective senior executives for discussions.
- 7.2 If the Dispute is not resolved through such discussions, either Party may refer such dispute to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted by a mutually agreed sole arbitrator; provided that if Parties are unable to agree on the sole arbitrator, the Dispute will be referred to a tribunal of 3 arbitrators, with each Party nominating 1 arbitrator each and the arbitrators so appointed, appointing the third presiding arbitrator. The language of the arbitration proceedings shall be English. The award of the arbitrator or arbitral tribunal, as the case may be, shall be binding on Parties. The venue of arbitration shall be Kerala, India.
- 7.3 Parties agree that, subject to the above provisions of this clause 8, 1996, courts of Kerala shall have exclusive jurisdiction over any Dispute to the extent reference to courts is permitted under the Arbitration and Conciliation Act, 1996.

8. NOTICE

- 8.1 Any notice or other communication from a Party to the other Party under or in relation to this MOU shall be in writing and shall be sent either by hand delivery or sent by registered post or by courier or by electronic mail as follows:

In the case of MCC:

(i) Address: The Department of Psychology, Mount Carmel College, Karukadom, Kothamangalam P.O., Ernakulum dist., Kerala, India

Attention of: Fr. Binny Joseph

e-mail address: mccpsychology2015@gmail.com; btocarmj@gmail.com

In the case of Karkinos:

(ii) Address: B-702 7th Floor, Neelkanth Business Park, Kirol Village, Near Bus Depot, Vidyavihar, Mumbai - 400086

Attention of: Mr. Deepak Kharwad

e-mail address: deepak.kharwad@karkinos.in

- 8.2 All notices or other communications shall be deemed to have been duly given on (i) the date of hand delivery, if hand delivered, or (ii) the expiry of 5 calendar days after posting, if sent by registered post, or (iii) the date of receipt, if sent by courier, or (iv) the date of dispatch, two (2) hours after such dispatch, if dispatched by electronic mail.
- 8.3 Either Party may, from time to time, change its address or representative or e-mail address for receipt of notices or other communication hereunder by written notice to the other Party of at least 5 days.

9. MISCELLANEOUS

- 9.1 Entire Agreement. This MOU constitutes the understanding reached as on date between Parties relating to the subject matter hereof and supersedes any previous agreements, arrangements or understandings, whether oral or written, between Parties, relating to the subject matter of this MOU.

9.2 Amendment and Waiver. No wavier, amendment, modification or supplement of or to this MOU shall be effective or binding unless set forth in writing and duly executed by both the Parties hereto.

9.3 Costs. Save and except as otherwise agreed by the Parties, each Party will bear its own costs in respect of this MOU.

9.4 Severability. If any provision of this MOU is held to be invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this MOU and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

9.5 Relationship of Parties. This MOU is entered into on a principal to principal basis by the Parties and neither Party shall have the right, power or authority to act as the agent of the other Party or make any commitment for or create any duty or obligations on behalf of the other Party. This MOU shall not constitute, create or be deemed to create a joint venture, partnership, association of person or any other form of business organization of any kind or the relationship of master and servant or employer and employee between the Parties hereto.

9.6 Survival. The provisions that survive the termination of this MOU by implication and the provisions of Clauses 4, 7, 8 and 9 shall survive expiry or earlier termination of this MOU

9.7 Counterparts. This MOU may be executed in one or more counterparts, each of which will be deemed to be in an original and all of which, when taken together, will be deemed to constitute one and the same MOU.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorised official on the day, month and year first above written.

For Mount Carmel College

For Karkinos Healthcare Private Limited

T.M.J.
 Name: Dr. T.M. Joseph



[Handwritten Signature]

Name: Dr Moni Abraham Kuriakose

Designation: Authorized Signatory

Location: Kerala

Date: 18-05-2020

Designation: Principal

Location: Kerala

Date: 18-05-2020