

Memorandum of Understanding

Gujarat University

(GU)

Navrangpura, Ahmedabad-380009, India



And

Ease-Heal Theranostix LLP,

1st Floor (A+B), Silver Point, Nr. Patel Park,

Nr. Nidhi Hospital, Navrangpura, Ahmedabad – 380 009.



**EASE-HEAL
THERANOSTIX LLP**

Rejuvenation Through Regeneration

This agreement is entered into on 24th March 2022 between Ease-Heal Theranostix LLP (herein referred as ETL), a private limited company registered under Companies Act in 2021 having registered office at 1st Floor (A+B), Silver Point, Nr. Patel Park, Nr. Nidhi Hospital, Navrangpura, Ahmedabad – 380 009. represented by its duly authorized representatives of the **First part**;

AND

Gujarat University (herein referred as GU), a premier State University located at Navrangpura, Ahmedabad-380009, represented by its duly authorized representative, of the **Second part**.


ETL and GU have been individually referred to as “PARTY” and collectively called as “PARTIES” Herein after.

ABOUT SCITPL:

Easeheal Theranostix LLP was born on 24 December, 2021, conceptualized by the founding directors and spearheaded by Dr. Pranav Patel’s visionary idea of providing holistic health support for various chronic illnesses using ancient/traditional specialties blended with innovative cutting edge modern medical science approach. Ease-Heal Theranostix LLP’s headquarter and processing facility is strategically located in Ahmedabad, Gujarat, INDIA. It primarily aims at providing preventive, prophylactic and therapeutic support to human wellbeing through cellular and molecular Immunotherapy for various chronic diseases including but not limited to Cancer. ETL is dedicated to collection, processing, testing, sensitization and storage of human cells(normal & diseased) and its therapeutic applications in autologous mode only. ETL has a core competency in holistic human health & well beingness through prevention, prophylaxis and therapy intervention. ETL’s motto “Rejuvenation through Regeneration”

About GU:

Gujarat University is the largest university in the state catering to the needs of higher education of more than four lakh students scattered over 286 colleges, 22 recognised institutions and 24 approved institutions. There are 36 Post-Graduate University departments and 221 P.G. Centres. New 140250 students are enrolled at under graduate level and Post Graduate level in academic year 2016-17. Gujarat University has developed phenomenally in the last 67 years to be recognized



as a premier University in the country today. It provides education in one of the widest range of disciplines to about two lakh students.

Core Objectives:

To collaborate for academic and research work in the field of Stem cell and its therapeutics use.

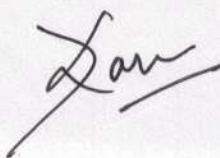
1. Association of ETL and Gujarat University :

All parties are agree to encourage the following activities:

- a. Work on mutually acceptable projects including but not limited to field activities like stem cell based research which may result in inventions, improvements, and/or discoveries.
- b. Facilitate the dissertation and projects for GU students for a period of approx 3-6 months at ETL facility
- c. Organize and deploy Summer and Winter training programming regarding Cellular & Molecular Immunology and Stem Cell
- d. Extension of ETL's research work at Central Core Facility (inclusive of cell culture facility, genomics, proteomics and metabolomics etc) located at Biochemistry Department, School of Sciences, in GU.
- e. Mentorship assistance from GU's faculty can be obtained on case to case basis or on consultancy basis with mutual agreement in continuation to this MoU
- f. Any equipment(s) required for carrying out the project if not available in central facility at GU can be procured by ETL and placed in the GU facility with written mutual agreement for a defined period or till the completion of the project,

2. Confidentiality

- 2.1 All parties agree to treat the information relating to the other organization as confidential pursuant to the terms of this AGREEMENT. This AGREEMENT concerns information relating to various stages of Stem cell research activities. It includes and is not limited to (i) details mentioned above, (ii) any information a ETL/GU mentors creates during any of the above program (iii) any information that ETL/GU disclose under any of the above program.



2.2 ETL and GU agree for not bound to disclose any type of confidential material, knowledge, or information. The parties may like to share this with one another but may decide not to disclose it to any third party. In the event it is required to be shared with a third party, except as when required by law; then mutual consent in writing must be obtained from the other party, prior to disclosure. This NDA creates a confidentiality relationship between the parties to protect any type of confidential and proprietary information or trade secrets. As such, an NDA protects non-public business information.

3. Intellectual Property:

- 3.1 Both the parties hereby agree to share all rights, title and interest in any intellectual property created together under the activities planned under this MoU. The property can be shared with the ETL/GU affiliates after mutual consent and due diligence.
- 3.2 ETL as its discretion may deploy any or all activities derived from this MoU under point 1 or similar activities with other entities. GU may deploy any or all activities derived from this MoU under point 1(a) ONLY with any other entity, with ETL being a co-party to those said activities. Also GU and or GU affiliates will not enter into competing agreements for activity listed in Point 1.
- 3.3 "Intellectual Property" means all forms of legal rights and protection relating to the above program and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer rights, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patents, patent applications, provisional patent applications, design patents, PCT filing, invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), and all applications, registrations, issuances, divisional, continuations, renewals, re-issuances and extensions of the foregoing. Both ETL and GU mentors hereby assign and will assign to each other, depending on the mutual agreement all rights, title and interest in Proprietary Information, Patent and Copyrights, which contain or are based on CONFIDENTIAL INFORMATION.



3.4 Patents based on above activities

ETL and GU agree that if ETL decides to file Patent encompassing proprietary Information, ETL shall name any GU mentor / inventor on the Patent ETL files and vice-versa. GU and ETL agree that at the request of each other shall require concerned mentor to (a) assign and convey to ETL / GU or ETL / GU nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist ETL/GU and its agents in preparing patent applications in all countries of the world covering the improvements or inventions, (c) sign and deliver all said application and assignments of the improvements or inventions to ETL/GU and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by ETL/GU to the end that ETL/GU may obtain, extend, reissue, maintain and enforce Patents in all countries of the world covering said patentable improvement and invention. Each party agree to bear all their respective expenses to incurred on the performance of (a) through (d) above. GU mentors agree to disclose promptly and fully to ETL and its attorneys Proprietary Information created by GU mentor and vice-versa.

3.5 Termination Clause:

This agreement can be terminated at any point of the time with mutual consent without any liability to either party, within a written 30 day notice period. This AGREEMENT is hereby accepted and agreed to by each PARTY'S authorized representative as indicated below:

Gujarat University, Ahmedabad


Sign: 

Name: Dr. Piyush M. Patel

Title: Registrar, GU

Date:

Ease-Heal Theranostix LLP.,


Sign: 

Name: Dr. Pranav Patel

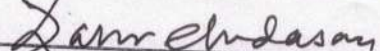
Title: Executive Director, ETL

Date: 26/05/2024 **EASE-HEAL THERANOSTIX LLP**

In the presence of

Witness: 

Name: Prof. Rakesh Rawal

Witness: 

Name: Mr. Kartik Chudasma

Designated Partner