Non Judicial



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Date: 08/11/2023

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109306181

Seller / First Party Detail

H.No/Floor: Na Sekhmet Technologies Private Limited

Name:

Sector/Ward: Na

City/Village: Gurgaon

84*****49

District: Gurgaon

LandMark: Na

State: Haryana





Dr Prakash Khandelwal

H.No/Floor: Na

Name:

City/Village:

Navi mumbai 84*****49

Sector/Ward: Na

LandMark:

MGM medical college and hospital

State:

Maharashtra

District: Navi mumbai

Others: Dr G S Narshetty

Phone

Purpose: AGREEMENT



prof. & Head Pharmacology M.G.M. Medical College. 8/12/2013

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THB ™: Technology | Healthcare | Big Data Analytics C/o Sekhmet Technologies Private Limited Premises No. 7(2 Bays) Sector 32, Opposite Jet Airways Training Centre, Institutional Area, Sector 32, Gurugram, Haryana 122001
www.thb.co.in|hello@thb.co.in

CIN: U72200HR2015PTC056692

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is formalized on Nov 06, 2023.

BY AND BETWEEN

M/s Sekhmet Technologies Pvt. Ltd., a company incorporated under the Companies Act, 2013 with its registered office located at Premises No. 7(2 Bays) Sector 32, Opposite Jet Airways Training Centre, Institutional Area, Sector 32, Gurugram, Haryana 122001, represented by Mr. Akansh Khurana, Director, hereinafter referred to as THB, which expression shall include its successors and assigns of the first part.

Dr. Prakash Khandelwal whose principal place of business MGM Medical College and Hospital, Navi Mumbai-410209. (Hereinafter referred to as the "Principal Investigator" (PI) which expression, unless repugnant to the subject or context therein, shall mean and include his/her successors and permitted assigns) of the second part.

WHEREAS, the Institution has the facilities and expertise to conduct the Study; and WHEREAS the study is intended to advance medical research and medical knowledge for observational study purposes with due regard for study participant safety.

THB is engaged in conducting real-world studies, promoting health research on the Indian population, and works with healthcare providers/practitioners to analyse de-identified and anonymized clinical data in line with EHR Standards of India.

Study Title: Effectiveness and safety of low osmolar rehydration solution plus zinc (Electral-Z Plus) in patients with fever-induced dehydration—A pilot study.

THB identified the PI based on his/her education, experience, and expertise and the PI has sought permission from the institution to conduct this study in the premises of the Institution's facilities. Hence THB desires of engaging the PI and respective Institute for carrying out this aforementioned observational study.

TERMS

This Agreement shall be valid for one year by the mentioned, obligations, terms, and conditions herein mentioned. It is hereby clarified that over one year, THB shall timely require the PI to provide clarifications on the data sets provided regarding the aforementioned study.

As a result of the mutual covenants herein, the PI grants THB the right to freely use and distribute the findings from the inputs from the PI in perpetuity and without any restrictions.

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MOA- Electral Z+ (THBP22 003), 06-Nov-2023

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Prof. & Head Pharmacology M.G.M. Medical College, Kamothe, Navi Mumbai-610209



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In this Agreement, PI and THB are entering into on a principal-to-Principal basis. The PI is an independent consultant and is not an employee or agent of the Company. PI agrees not to represent or hold himself out as an agent of the Company. The PI shall not enter into any agreement on behalf of the Company, binding the Company in any sort of legal liabilities.

PI confirms that accurate data will be provide from the source data

PI takes responsibility and gives assurance for data quality and integrity.

PI is responsible to take EC approval for the Study.

SCOPE OF SERVICE

As a part of the professional services, PI will be providing the Company with Prospective, realworld, observational, anonymized study participant data generated as per the study protocol requirements at the Hospital/Institutional facilities. PI will be coordinating with the Ethics Committee (EC) for the accrual of this observational study approval in consonance with the EC standard operating procedures (SOP). PI will also permit/manage to conduct the study processes like monitoring, auditing, and inspection by the THB, Sponsor, and applicable Regulatory Authorities.

PI undertakes to share de-identified and anonymized data with the THB through the envisaged platform and format. PI also undertakes to ensure fulfilment of the study participant/subject/patient survey and/or other requirements as outlined by the study protocol.

For the purpose of this agreement, THB shall designate one or more of its functionaries to coordinate and interact with PI.

The PI shall maintain and provide accurate, legible, contemporaneous, original, attributable, and complete records with all supporting documentation as sufficient and necessary by the requirements provided under this Agreement.

It is the responsibility of the PI to ensure the confidentiality of all confidential and proprietary information of THB as well as the study participants, including any other or additional measures that may be required by the Company.

The PI shall perform all of his/her obligations in compliance with the Study Protocol, Good Clinical Practice, New Drugs & Clinical Trial Rules 2019, and applicable international and local rules and regulations.

The PI shall be responsible for the proper and ethical usage of all the assets provided by THB under this agreement.

03), 06-Nov-2023 Prof. & Head Pharmacolog

M.G.M. Medical College Kamoline, Navi Mundaju410209

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THB is entitled to analyse and use the data in its chosen way. THB warrants that under no circumstances does it intend to seek identification details of the study participants.

PUBLICATION

The Parties acknowledge that THB will retain ownership of all original data generated from this study. Data generated during the study is the sole property of THB. THB holds all rights to the usage of the anonymized data collected in this observational study, and the eventual insights generated from the datasets. THB holds the right to freely distribute the data and insights from the data, in any format, through any channel.

FINANCIAL UNDERTAKING

To be used for	or Contract		
Investigator Grant			
Description	Patient pool	Payable Cost (Inclusive GST)	
Cost per complete patient record-(This cost is the same across study sites)		2000	
Administrative Cost -(To Manage the cost of administrative work at sites with bulk patient records.)	Less than 30 patients	0	
	Completed 30 patient record		
30 patient's enrolment are man	CONTRACTOR AND ADDRESS OF THE PARTY OF THE P		

OVER-ENROLLMENT

Additional enrolments must be approved by THB in writing over email communication. The additional payments for the additional subject enrolment would be the same as per the aforementioned subject enrolment allocated budget (As mentioned in the above section 'Financial Undertaking).

PAYEE DETAILS

Payee Name:	MGM MEDICAL COLLEGE NAVI MUMBAI RESEARCH SOCIETY IDBI Bank, IDBI Building Plot No. 38/40/41,	
The property of the second second		
Bank Name & Branch:	Sector 11, CBD-Belapur, Navi Mumbai-400614	
Account No.:	0183104000166669	
IFSC Code:	IBKL0000183	
Pan Card No.:	AAATM4256E	
GST No.:	NA NA	

Q6-Nov-2023

SCHEDULED PAYMENTS:

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Final Payment will be applicable for transfer after the completion of all eligible enrollments at MGM Medical College and Hospital, Navi Mumbai-410209. All the payments will be cleared within 90 days of the receipt of the payment invoice at THB facilities. In case of study termination, if the amount THB has already paid to the Investigator and/or Institution, exceeds the amount to which Investigator and/or Institution is otherwise entitled to, Investigator and/or Institution/Hospital shall return this overpayment to THB within 45 days of termination.

PI undertakes and ensures that nothing in this agreement will affect his/her discretion/judgment regarding the products and services that are the best for the study participants or otherwise may affect his/her decisions regarding the use, order, or purchase of medical products or services.

In witness thereof, all parties agree to abide by the above-stated covenants and obligations.

For MGM Medical College and Hospital

Signature:

Name: Dr. Prakash Khandelwal

Designation: Principal Investigator Department of Pharmacology

Date: 6/12/2023

Professor and Head

MGM Medical College, Navi Mumbai

For Institution

Signature:

Name: Dr G. S. Narshetty

Designation: Dean

Date: 6 12 MGM Medical College & Hospital Kamothe, Navi Mumbai-410209

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For Sekhmet Technologies Private Limited

Signature:

Name: Lavina Yadav

Designation: Head-RWE

Date: