

CONFIDENTIAL

FRAMEWORK AGREEMENT

BY AND BETWEEN

bioMérieux India Private Limited,

a private limited company incorporated and registered under the Companies Act, 1956, with its registered office at 43-A, Okhla Industrial Estate Phase- III, New Delhi- 110020

represented by **Rajan NAGAR**, Vice Preident& Genenal Manager of South Asia,

hereinafter referred to as "bioMérieux",

AND

Kasturba Medical College, Manipal,

a constituent unit of Manipal Academy of Higher Education, Madhav Nagar, Manipal, Karnataka 576104 (hereafter called MAHE) represented by its Registrar, **Dr Narayana Sabhahit** through its authorized Signatory,

hereinafter referred to as the "Contracting Party".

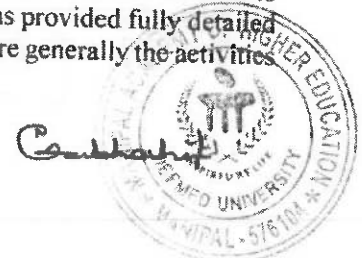
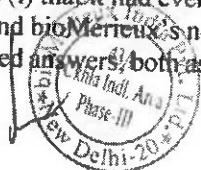
bioMérieux and the Contracting Party are hereinafter referred to individually as the " Party " and collectively as the " Parties ".

WHEREAS

- bioMérieux and its affiliates are specialised in research, development and marketing of reagents and instruments for in vitro diagnosis in the clinical and industrial fields.
- The Contracting Party has developed an acknowledged expertise in the field of Antimicrobial Resistance and Antimicrobial Stewardship (AMR/AMS).

bioMérieux has shown great interest in this expertise and wishes to entrust the Contracting Party with the performance of certain services (hereinafter collectively the "Services"), as the term and conditions will be described in a statement of work (hereinafter the "Statement of Work"). The Contracting Party agrees to perform the Services for bioMérieux. Therefore, the Parties decide that the performance of such Services shall be governed by the terms and conditions of this Framework Agreement (as defined below) and detailed in each Statement of Work.

- In the course of the exchanges of information that took place prior to the execution of the Framework Agreement, as well as during the negotiation of the provisions hereof, the Contracting Party acknowledges (i) that it had every opportunity to ask any questions that seemed relevant in order to fully understand bioMérieux's needs, and (ii) that the Contracting Party was provided fully detailed and documented answers, both as regards such bioMérieux's needs, and more generally the activities



of bioMérieux and the framework (in particular, the regulatory framework) within which the Framework Agreement takes place.

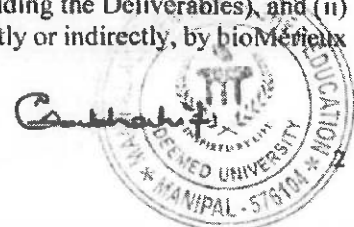
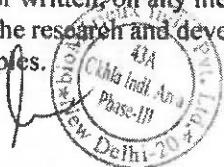
- The Parties certify and guarantee the validity of the terms of the recitals above, which form an integral part of this Framework Agreement, as this term is further defined below.

THEREUPON, IT HAS BEEN AGREED AS FOLLOWS

ARTICLE 1 DEFINITIONS

In this Framework Agreement, the following terms, whether in singular or plural, shall have the meaning indicated herein:

- **"Framework Agreement"**: collectively the body of this agreement and its Appendices. In case of discrepancy between their respective provisions, the following order of precedence shall apply:
1/ The provisions of the body of this Framework Agreement (in its latest amended version); 2/ The Templates of Statement of Work and their appendices signed by both Parties and the provisions of the Appendix 4 "Processing of personal data— rights of data subjects
- **"Confidential Information"** : all of the information and data relating to the other Party, whether economic, technical (such as Protocol and/or specifications) etc., or of any other type, to which a Party may have access in the performance of the Framework Agreement. ; the content of the Agreement and the Results are considered Confidential Information of bioMérieux.
- **"Data"**: Anonimized data.
- **"Deliverables"**: the Deliverables consist in the items described in each Statement of Work by the Contracting Party.
- **"Effective date"**: December 28, 2021
- **"Force Majeure"**: any event that (i) is out of the control of the affected Party, (ii) could not reasonably be anticipated when the Framework Agreement was entered and (iii) which effects cannot be avoided by appropriated measures, insofar as such event prevents the affected Party from performing its obligations under the Framework Agreement.
- **"Investigator"**: people in charge of the performance of the Services as designated in each Statement of Work.
- **"Material"**: elements that may be made available by bioMérieux to the Contracting Party for the performance of the Services; those elements are being defined in Appendix I and include in particular:
 - **"Product"**: product, regardless of its nature (including reagent kits)
 - **"Instrument"**: instrument, consisting of a computer, software(s) owned by bioMérieux or bioMérieux has the right to use (hereinafter the **"Software"**) and its accessory items.
- **"Protocol"**: technical document embedded in each Statement of Work or, in case of update made to such document after the beginning of the Services, such latest updated version, as endorsed by bioMérieux and the Investigator.
- **"Results"**: collectively (i) any data (including in particular the raw data) and other results stemming directly from the Services performed by the Contracting Party under this Framework Agreement, whether oral or written, on any medium whatsoever (expressly including the Deliverables), and (ii) the results of the research and development activities obtained, directly or indirectly, by bioMérieux from the Samples.



- **"Samples"**: human biological material, as described where necessary, in the Protocol as well as the related necessary **non directly identifiable** biological information, which shall be collected by the Contracting Party within the framework of the performance of the Services, pursuant to the Framework Agreement.
- **"Statement of Work"**: document that provides for the detailed description of the Services to be performed by the Contracting Party, and which templates are attached hereto from **Appendix 1 to 3**. The Protocol attached to each Statement of Work is an integral part of this Framework Agreement.

ARTICLE 2 PURPOSE OF THE FRAMEWORK AGREEMENT - RELATIONS BETWEEN THE PARTIES

2.1 Purpose of the Framework Agreement

The purpose of this Framework Agreement is to define (i) the terms and conditions of performance of the Services by the Contracting Party, (ii) the respective obligations of the Parties, and (iii) the provisions relating to the Results (ownership and confidentiality).

Subject to any non-disclosure agreements that the Parties may have entered into, this Framework Agreement supersedes any former agreement, whether written or oral, between the Parties, on the same subject matter purpose and thus forms the entire agreement between the Parties on this framework. It further precludes the application of any general terms of sale or purchase.

This Framework Agreement does not constitute a scientific cooperation agreement between the Parties. In the event that the activities carried out by bioMérieux should move towards a scientific collaboration involving the Contracting Party, the Parties agree to meet in order to define, in good faith, the terms and conditions of such a collaboration.

The Framework Agreement is not exclusive and therefore does not bind bioMérieux to sought exclusively Contracting Party's expertise. The Framework Agreement does not contain any commitment by bioMérieux in terms turnover and/or a minimum number of Services to be assigned to Contracting Party.

The Framework Agreement does not create any public or private procurement relationship between the Parties.

Similarly, Contracting Party reserves the right to use its know-how and expertise for the performance of services similar to the Services, on behalf of third parties, subject to compliance with its obligations as defined in the Framework Agreement and in particular those pertaining to : '*CONFIDENTIALITY*', '*PUBLICATIONS*', '*OWNERSHIP AND USE OF THE RESULTS*' and '*RELATIONSHIPS BETWEEN THE PARTIES – PREVENTION OF CONFLICT OF INTEREST*'.

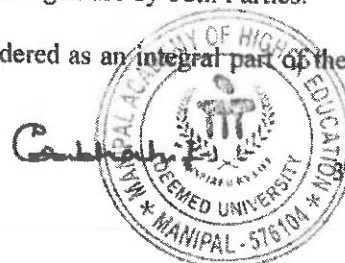
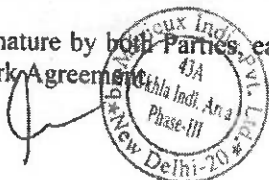
2.2. Statement of Work

Each Statement of Work shall detail the terms and conditions for the performance of the Services by the Contracting Party.

Each Statement of Work shall at least define the Deliverables, the duration of the Services and the corresponding financial provisions.

Each Statement of Work is effective on the date it indicates, subject to its signature by both Parties.

Upon signature by both Parties, each Statement of Work will be considered as an integral part of the Framework Agreement.



Each Statement of Work shall be submitted to the provisions of the Framework Agreement. Therefore, if the Parties mutually agree to derogate from the stipulations of the Framework Agreement, they undertake to justify it in written in the relevant Statement of Work.

2.3 Coordination between the Parties

Each Party designates a technical manager in charge of monitoring of the Framework Agreement on behalf of the Party which appointed it (hereinafter the "Partnership Manager").

The Partnership Manager for bioMérieux is **Mr. Soumyabrata Chakraborty**.

The Partnership Manager for the Contracting Party is **Dr Vandana K E**.

During the implementation of the Framework Agreement, each Party may appoint a new Partnership Manager that will replace the one who is designated above, subject to notification of this modification to the other Party.

It is agreed that the Partnership Manager of the Contracting Party, or any person it has designated to represent it, will be available to bioMérieux, at times convenient to both of the Partnership Managers during the term of the Framework Agreement and for a reasonable period thereafter, in order to allow bioMérieux to review and, if necessary, take copies of the data and Results of the Services, as well as any documents required by bioMérieux to confirm that the Services have been completed in accordance with the relevant Statement of Work and with legal and regulatory requirements.

2.4 Relationships between the Parties - prevention of conflict of interest

2.4.1 Relations between the Parties

The Contracting Party is an independent contractor. As a consequence, the Framework Agreement or a Statement of Work shall not create any agent relationship or any relationship subject to labor law, between bioMérieux and the Contracting Party, or between bioMérieux and the Contracting Party's personnel.

The Framework Agreement does not constitute neither a partnership, nor a joint-venture, a franchise or a mandate given by one Party to the other.

None of the Parties shall make any commitment in the name or on behalf of the other.

Furthermore, each Party remains the own responsible for its acts, allegations, commitments, services, products and personnel.

The Contracting Party's personnel shall remain at all times under the sole hierarchical and disciplinary authority of the Contracting Party, including during its interventions on bioMérieux site or sites, where applicable.

In particular, the signing of any confidentiality agreements, and/or of provisions regarding access to the site or sites shall not be understood as giving rise to a hierarchical relationship between the Contracting Party's personnel and bioMérieux, and such personnel shall continue to be subject at all times to the Contracting Party's accounting, social and tax management.



2.4.2. Prevention of conflict of interest

The Contracting Party certifies that it does not hold any shares of bioMérieux or its affiliates.

Furthermore, throughout the term of the Framework Agreement, the Contracting Party and the Investigator if any, undertake to inform bioMérieux of any direct or indirect risk of conflicts of interest relating to their performance of the Services.

In the event of a potential or actual conflict of interest situation, the Parties agree to meet in order to determine the measures to be taken to remedy this situation. Notwithstanding the foregoing, in any such situation, the Parties agree that bioMérieux may unilaterally terminate the Framework Agreement or the Statement(s) of Work in progress, immediately and de jure, simply by sending written notification pursuant to Article 19 (*NOTIFICATION*) below.

The payment provided for in Article 7 (*PAYMENT*) as defined in the applicable Statement of Work below will then be paid by bioMérieux in proportion to the Deliverables actually provided and accepted by bioMérieux, as identified in the relevant Statement of Work. No indemnity or compensation of any kind will be due either to the Contracting Party or to the Investigator by bioMérieux.

ARTICLE 3 TERMS OF PERFORMANCE OF THE SERVICES

3.1 Obligations of bioMérieux

3.2.1 Implementation of Services

bioMérieux represents that it has carried out necessary steps for the implementation of Services with competent authorities, and in particular, as applicable, that it has obtained the authorisations and/or the relevant exemptions required in its capacity as sponsor of the study, object of the Services.

3.2.2 Supply of elements needed to perform the Services

bioMérieux shall provide the Contracting Party with general information (including, but not limited to, scientific information, operating procedures, instructions, Protocol and training manuals) as well as the Material, if any, needed to perform the Services.

3.2.3 Monitoring of the Services

As from the start of the Services, bioMérieux shall monitor their progress, shall direct them, where necessary, and shall have access to all the Results, in compliance with the rules of professional conduct.

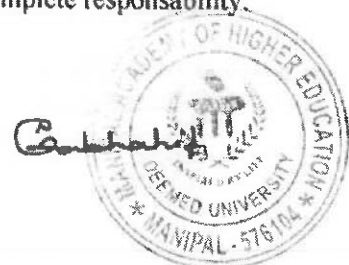
As necessary, the Contracting Party shall grant bioMérieux access to its premises, under reasonable conditions, and in compliance with rules of professional conduct applicable to the Contracting Party.

Lastly, upon the expiration or early termination of this Framework Agreement, as applicable, the Contracting Party undertakes, upon bioMérieux's mere request, to return to the latter all the items supplied by bioMérieux (general information identified below as well as, where applicable, the Material).

3.2 Obligations of the Contracting Party

3.2.1 Liability

The Contracting Party shall perform the Services under its full and complete responsibility.



Consequently, the Contracting Party expressly releases bioMérieux from all liability, of any nature whatsoever, which could be sought with respect to the performance of the Services. This commitment by the Contracting Party shall survive the expiration or early termination of this Framework Agreement.

3.2.2 Use of Material

For the sole purpose of the Contracting Party's performance of the Services, bioMérieux shall provide the latter with the Material, as specified in the relevant Statement of Work, and in compliance with the regulation applicable to the transfer of the type of samples concerned.

The Contracting Party acknowledges that, as soon as it receives the Material, it must comply with all of the provisions specific to the handling and use and, as applicable, to the return thereof, in accordance with regulations in force.

The Contracting Party represents that it has been fully informed that the Material is delivered to it "as is", that it is experimental and must therefore be used with caution.

In this respect, the Contracting Party is solely liable for the safety of its employees and staff when handling the Material.

The Contracting Party undertakes not to use the Material supplied to it by bioMérieux for the purpose of carrying out a diagnosis, to implement, modify or determine a treatment or, more broadly, to induce any act towards the patient (diagnosis, monitoring, therapy).

3.2.3. Bioethics

To perform the Services assigned to it hereunder, the Contracting Party undertakes to apply a quality assurance-traceability policy, in full compliance with both national and international legislations applicable in matters of public health and personal data protection, including, but not limited to:

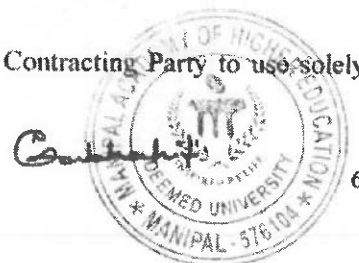
- The Declaration of Helsinki and the Declaration of Taipei adopted by the World Medical Association respectively in June 1964 and in October 2016, as applicable pursuant to its latest amendments by the General Assembly of the World Medical Association; and
- All rules, standards, "Good Clinical Practices" such as ICH guidelines (E6) and/or all the commonly accepted equivalent regulations (like ISO 15189 standard and 13612), as well as any recommendation made by Health Authorities, applicable to the activity of the Contracting Party and its laboratory; and
- All standards, regulations, guidelines, directives (as implemented locally, subject to a similar level of requirement as that of the initial directive) relating to personal data protection, as applicable given the nature of the Services assigned to the Contracting Party under the relevant Statement of Work, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR").

On this ground, the Contracting Party undertakes to forward to bioMérieux any document issued by the competent authorities, certifying (i) that it has received the authorisation to perform the Services under the Framework Agreement, or (ii) that it has obtained, under its sole responsibility, the relevant exemption from seeking such an authorisation.

The Contracting Party further undertakes to keep records of all documentation relating to the information and/or the non-objection of the patients, so as to be able to provide evidence where necessary.

3.2.4. Use of Data

For the purposes of the Services, it is the sole responsibility of the Contracting Party to use, solely anonymized data stemming from its routine activities.



Anonymized data set means a data rendered anonymous in such way that the data subject is not or no longer identifiable in a reasonable amount of time, expense and labor; **anonymized data** is no more considered as a personal data covered by data protection regulations like European GDPR, US HIPAA, etc.

As a consequence, Contracting Party will use tools aiming at obtaining fully anonymized data. If such a tool is not already in use at Contracting Party, Parties will discuss how bioMérieux can provide such tool.

Contracting Party will also be responsible for completing any formalities and obligations under applicable regulation, notably but with no limitation, with regards to patients, patient data management and administration, in relation to such anonymization.

ARTICLE 4 PARTICULAR PROVISIONS FOR INSTRUMENTS

Prior to the launch of a Statement of Work, bioMérieux may provide the Contracting Party with an Instrument which name and references will be indicated in the relevant Statement of Work, for the sole purpose of the performance of such Services. bioMérieux shall proceed with installing the Instrument and training the Contracting Party's personnel, prior to carrying out the Services.

The Contracting Party undertakes to comply with the following obligations for the duration of the Framework Agreement:

- to use the Instrument solely for the purposes of the performance of the Services provided by the relevant Statement of Work, and for no other purpose;
- to comply with the technical specifications as defined in the user manual;
- not to have persons not authorised by bioMérieux use the Instrument;
- to maintain the Instrument in perfect working order and, in particular, to carry out the minimum required maintenance. Any repairs to the Instrument if damaged due to lack of elementary care shall be charged to the Contracting Party by bioMérieux;
- to return the Instrument immediately at the end of the Statement of Work, whatever the date and for any cause whatsoever, in the condition in which it is to be found considering its use in accordance with the prescriptions stated by bioMérieux. The costs of transport and insurance for the return of the Instrument shall be borne by bioMérieux;
- not to copy, modify, adapt, decompile, reverse-engineer, disassemble or create derivative works of the Software or its associated documentation, or reproduce, develop, update, translate and/or transform the Software or associated documentation in whole or in part and in any form whatsoever, in any language and on any medium whatsoever, or carry out any other arrangement on the basis of the Software; and not to alter, destroy or otherwise delete any statements of copyright and other statements of proprietary rights contained in the Software and in its associated documentation.

The Instrument is and shall remain the exclusive property of bioMérieux throughout the entire duration of the Framework Agreement. The Contracting Party may not sell, transfer or sublet the Instrument and shall inform bioMérieux immediately of any attempted seizure, and in this case shall do what is necessary to prevent such seizure or obtain release therefrom.

The Contracting Party shall be liable to bioMérieux for any loss, theft or damage to the Instrument until it is returned to bioMérieux.



ARTICLE 5 MODIFICATIONS AND ADDITIONAL SERVICES

An amendment request may come from either bioMérieux or the Contracting Party. The requested modification will be studied by the other Party and, if the request emanates from bioMérieux, the Contracting Party will answer it by means of a proposal which will explain in detail the modification, its lead-times of implementation and the possible impact on the schedule, any resulting additional costs and any information on the payment schedule, as well as any other information the Contracting Party may deem appropriate to provide to bioMérieux.

Whichever Party initiates the modification request, its approval by both Parties shall be evidenced by the signature of an amendment to the current Statement of Work, the purpose of which is to incorporate the modification concerned, as well as its possible consequences (new timetable, for example).

If the Parties are not able to agree with the terms and modalities of the amendment, the current Statement of Work shall remain in force without change.

ARTICLE 6 TERM

This Framework Agreement shall become effective on the Effective Date and shall remain in force for a duration of three (3) years.

However, the provisions of Articles entitled "CONFIDENTIALITY", "PUBLICATIONS", "OWNERSHIP AND USE OF THE RESULTS", "INSURANCE", "AUTHORISATIONS" and "DISPUTES AND GOVERNING LAW" shall survive the expiration or early termination of the Framework Agreement, as provided for the Article entitled "TERMINATION" below.

ARTICLE 7 PAYMENT

7.1. Price

Subject to the return of Material made available to the Contracting Party for the purposes of the performance of the Services, and according to the instructions given to that effect by bioMérieux, bioMérieux undertakes to pay the Contracting Party (i) the lump-sum amount defined in the relevant Statement of Work; and/or (ii) the amount corresponding to the performance of Services by the Contracting Party and the assignment of rights as provided for in Articles entitled "PUBLICATIONS" and "OWNERSHIP AND USE OF THE RESULTS" hereafter.

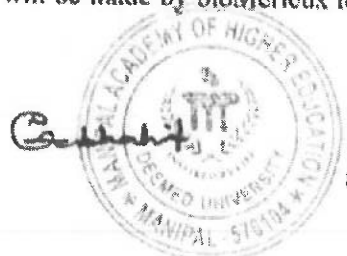
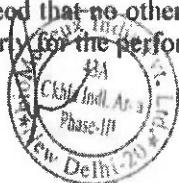
The Parties have expressly agreed that in the event of partial performance of the Services by the Contracting Party, bioMérieux shall only be required to pay the Contracting Party the proportion of the Price corresponding to the Deliverables actually provided and accepted by bioMérieux, as identified in the Statement of Work.

7.2. Billing

bioMérieux shall pay the amount as determined in Section 7.1 to the Contracting Party upon presentation by the latter of the invoices corresponding, if applicable, to the various milestones identified in the Statement of Work or to the provisions of the Deliverables.

The corresponding payments shall be made by bioMérieux within fifteen (15) days, from the date of issue of the invoice on achieving various milestones by the Contracting Party, after deduction of applicable taxes as per govt. laws & service policy

It is expressly agreed that no other payment, in any form whatsoever, will be made by bioMérieux to the Contracting Party for the performance of the Services.



ARTICLE 8 CONFIDENTIALITY

It is specified that the Contracting Party acts hereunder as a service provider, by implementing the experience and usual knowledge of its profession, and that therefore it does not disclose to bioMérieux any pre-existing confidential information whatsoever.

Each party ("Receiving Party") shall not disclose or use the other party's ("Disclosing Party") Confidential Information, or allow it to be used, for its own benefit or the benefit of others. Receiving Party shall use the same degree of care to protect Confidential Information as it uses for its own confidential information. Receiving Party shall divulge Confidential Information only to those of its directors, officers, employees and consultants who have a need to know the same, provided that such disclosure is limited to what is deemed to be necessary for the purpose of implementation of this Framework Agreement and that such persons are bound by confidentiality terms similar to those contained herein. Receiving Party shall take all reasonable measures to prevent persons cognizant of Confidential Information from disclosing it. Receiving Party shall be liable to Disclosing Party of any breach hereof by any such persons.

Subject to written evidence given by Receiving Party, the Framework Agreement imposes no obligation upon Receiving Party with respect to information that: (a) was in Receiving Party's possession before receipt from Disclosing Party; (b) is or becomes available to the public through no fault of Receiving Party; (c) is received in good faith by Receiving Party from a third party who is authorized to disclose in such a way; (d) is independently developed by Receiving Party without reference to Confidential Information received hereunder; or (e) is approved for disclosure by mutual agreement.

In the event Receiving Party is required by judicial or administrative process to disclose Confidential Information, it shall promptly notify Disclosing Party thereof and specify, if possible, which Confidential Information is to be disclosed, so that Disclosing Party may attempt to reduce the scope of such disclosure.

Confidential Information received from Disclosing Party under the Framework Agreement shall remain the exclusive property of Disclosing Party.

Upon mere request by Disclosing Party, Receiving Party undertakes to return all written Confidential Information received hereunder.

These obligations of confidentiality and restricted use shall expire seven (7) years after the expiry or termination of this Framework Agreement.

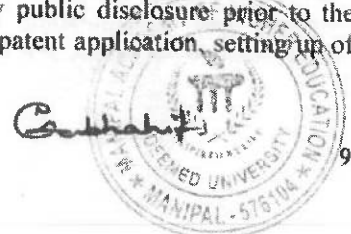
ARTICLE 9 PUBLICATIONS

9.1 Principle of the Publication

bioMérieux or its affiliates shall be free to make any publication or communication, orally or in writing, on any medium whatsoever, concerning the subject-matter of the Framework Agreement and/or Statement of Work and Results (including expressly the Deliverable such as final report where appropriate).

As applicable, in any publications containing data or information obtained with the Samples, bioMérieux undertakes to mention the Contracting Party, according to applicable standard practices.

The Parties acknowledge, on one hand, the existence of a principle of academic freedom, whereby scientists are traditionally permitted to promptly publish and present the results of their researches and, on the other hand the need to allow bioMérieux to acquire the intellectual property rights pertaining to those researches, given that such acquisition may be jeopardized by public disclosure prior to the implementation of adequate protective measures (such as filing of a patent application, setting up of multi-party secret agreements).



As a consequence, the Parties will ensure that a consistency is met between the principle of academic freedom to publish and the need to protect the Results with regard to intellectual property, pursuant to the conditions defined below: no publication or oral or written communication of information pertaining to the Framework Agreement, to the Services or to the Results (including in the form of abstracts or posters) (hereinafter collectively "Publication") may be made by the Contracting Party and/or the Investigator without bioMérieux's prior written consent.

The Contracting Party and/or the Investigator undertake(s) to submit to bioMérieux, as soon as possible, any draft Publication in order for bioMérieux to express its decision within a maximum of one (1) month from receipt of this draft Publication.

bioMérieux shall, within one (1) month from its receipt of the draft Publication, have the right to:

- request and obtain the removal or modification of certain information, that consist in bioMérieux's Confidential Information and/or which disclosure may be detrimental to (i) the industrial and commercial exploitation, in good conditions, of the Results by bioMérieux, or (ii) the legitimate interests of the latter, being understood that none of these removals or modifications shall preclude the scientific value of the Publication; or
- obtain the postponement of the Publication for a maximal period of eighteen (18) months from its receipt of the notice given by the Contracting Party, in particular if some of the information included in the Publication may be protected as intellectual property rights.

If bioMérieux does not request any modification, removal or postponement in the one (1) month lead-time mentioned above, its authorization to the Publication shall be deemed granted.

If the Services are part of a study involving several sites (a "Multi-centric Study"), the Contracting Party and the Investigator agree that the Publication shall not occur before the publication of the results obtained by the other sites involved in the Multi-centric Study. However, subject to the rights granted to bioMérieux under this Article, the Publication may not be postponed by more than twelve (12) months after the end of the Multi-centric Study.

However, the terms of this Article shall not :

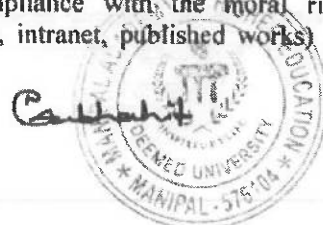
- prevent the Contracting Party and/or the Investigator from releasing a report of their activities, provided that such reporting does not constitute a disclosure in accordance under intellectual property laws and regulations; in any case, such report shall indicate that it is confidential;
- prevent the thesis defense, if the Parties have given their authorization to the participation of PhD students in the Services. Nevertheless, insofar as necessary, the Parties undertake to make their best efforts to get, from the President of the University or of the administrative or supervisory body concerned, a dispensation so that the thesis defense could be held in camera, being reminded that such thesis defense shall be organized in such a way as to ensure the confidentiality of certain Services, where necessary.

In any case, each Publication shall state that the research work was initiated by bioMérieux *and that it bore the cost of the same.*

9.2 Publication Rights

The Contracting Party (for itself and for its personnel) and/or the Investigator shall grant bioMérieux a free of charge exclusive right to use the content of Deliverables (such as final report).

The right of use is understood to mean the right of representation and display, translation, digitisation, broadcast and dissemination, adaptation, transformation in compliance with the moral right, reproduction in all forms and on all media (including the Internet, intranet, published works) and



integration in another work, for all uses, whether commercial or non-commercial, for advertising or non-advertising purposes, for all countries and for the entire duration of these rights.

Insofar as necessary, the Contracting Party and/or the Investigator undertake to provide bioMérieux with all documents and signatures as bioMérieux may require for the exercise of its rights under this Article.

Except as otherwise permitted hereunder, the Contracting Party and/or the Investigator shall not make any reference to bioMérieux without its prior written authorization.

ARTICLE 10 OWNERSHIP AND USE OF THE RESULTS

Each Party shall remain the sole owner of the intellectual property rights, trade secrets or know-how that it owned or had developed prior to the signature of the Framework Agreement and/or that it improves or develops independently, outside of the Framework Agreement.

The Results are the exclusive property of bioMérieux which shall be free to use and exploit them, for any purpose whatsoever. In particular, bioMérieux shall be free, on the basis of all or part of the Results, to file or apply for any intellectual property title that it deems appropriate, in all country of its choosing, in its own name, at its own expense and for its own benefit without any additional remuneration being owed to the Contracting Party, other than the payment provided for in the Statement of Work below.

Insofar as necessary, the Contracting Party hereby undertakes to provide bioMérieux (and to cause its employees to provide bioMérieux) with all documents and signatures as bioMérieux may require for the exercise of its rights under the present Article.

bioMérieux undertakes to designate the inventors in any patent applications in accordance with the applicable laws and regulation.

Subject to the rights of publication that may be granted to the Contracting Party by bioMérieux hereunder, bioMérieux does not grant the Contracting Party, any licence, whether express or implied, nor any other right whatsoever, in or to the Results, even if such Results rely on, mention, involve, use and/or refer directly or indirectly to the Samples.

The Contracting Party therefore expressly undertakes not to use or transfer the Results for its own needs, nor to market them.

In particular, the Contracting Party undertakes not to use neither the Products nor the Results for the purpose of carrying out a diagnosis, to implement, modify or determine a treatment or, more broadly, to induce any act towards the patient (diagnosis, monitoring, therapy).

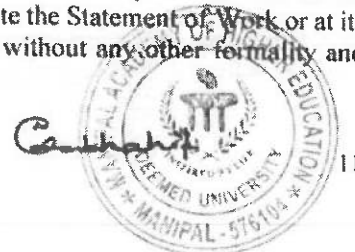
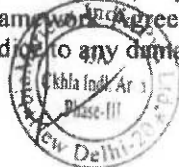
ARTICLE 11 TERMINATION – FORCE MAJEURE - HARDSHIP

11.1 Termination

a) All the clauses, charges and conditions included in the Framework Agreement and/or a Statement of Work must be fully complied with.

In the event of an identified breach by either of the Parties of any of its contractual obligations from the Framework Agreement and/or a Statement of Work, the injured Party may give notice of the same to the other Party, by registered letter with acknowledgement of receipt, summoning the latter to cure such breach within thirty (30) days from its receipt of the notification.

If the breach identified by the injured Party remains ongoing or is repeated beyond the end of the aforementioned thirty (30) days' period, the injured Party may terminate the Statement of Work or at its choice the Framework Agreement, *de jure*, with immediate effect, without any other formality and without prejudice to any damages that it may claim.



Notwithstanding the foregoing, it is expressly recalled that such termination shall not relieve the Party in breach from complying with all of its contractual obligations until the effective date of such termination.

b) This Framework Agreement may be terminated at any time by mutual agreement between the Parties.

c) The Parties agree that the results of the portion of the Services performed by the Contracting Party before the early termination of the Framework Agreement shall be considered as Results under such Framework Agreement, insofar as bioMérieux has paid the corresponding portion of the Price.

d) As a reminder, bioMérieux shall terminate the Statement of Work in progress or the Framework Agreement at its discretion in case of conflict of interest, as stipulated in the Section 2.5 (Relations between the Parties – prevention of conflict of interest) above.

It is expressly stipulated that, notwithstanding the termination or expiry of the Framework Agreement the Contracting Party undertakes to fulfil its obligations under the Statement of Work in progress until completion of the whole Services unless otherwise instructed by bioMérieux.

11.2 Force Majeure

Neither Party shall be liable for failure to perform or late performance of its obligations in the event of Force Majeure.

The Party concerned shall immediately inform the other Party of the occurrence of the event of Force Majeure. In this case, performance of the Framework Agreement shall be suspended for as long as the event constituting Force Majeure continues. As soon as the effect of such Force Majeure comes to an end, the obligations of this Framework Agreement shall resume for the remaining duration hereof. The duration of the Framework Agreement shall not be extended due to suspension.

If the suspension period exceeds two (2) months, the Parties shall meet in order to discuss, in good faith, whether it would be opportune to terminate the Framework Agreement and the conditions of such termination.

11.3 Hardship

The Parties acknowledge that they have negotiated and accepted the provisions of this Framework Agreement to the best of their respective interests. Each of them accept to bear the risks of any change in the circumstances (in particular economic or technologic) that could not be anticipated when they entered into the Framework Agreement.

ARTICLE 12 INSURANCE

Each of bioMérieux and the Contracting Party undertakes to maintain insurance in force throughout the duration of the Framework Agreement and thereafter, covering their liability should it be sought due to work carried out hereunder.

The corresponding insurance certificate shall be delivered to the requesting Party.

Should the Contracting Party change its insurance company during the term of the Framework Agreement, it shall notify bioMérieux of such change and promptly provide the latter with the name and address of the new insurance company and a new insurance certificate.

The Contracting Party undertakes, if necessary regarding its coverage, to subscribe to a specific insurance policy, in the event of the provision of an Instrument.



Throughout the entire duration of the Framework Agreement, the Contracting Party shall be liable towards bioMérieux for loss, theft and damage to all of the elements made available to it under this Framework Agreement and, if any, to the Instrument and/or to the Products.

However, it is agreed between the Parties that the Contracting Party shall not be liable for the use made by bioMérieux of the Results once they have been transferred to the latter.

ARTICLE 13 AUTHORISATIONS

The Contracting Party shall deal with the various formalities and authorisations with the supervisory authorities that it is subject to, as may be required for the carrying out of the Services. Therefore, it is expressly acknowledged and agreed between the Parties that in no case shall bioMérieux have any liability whatsoever in this regard.

Besides, the Contracting Party represents that it complies with all of its obligations in tax, employment and welfare matters.

ARTICLE 14 PERSONAL DATA

14.1 Data processing by each Party for administrative purposes

Within the framework of the Framework Agreement, each Party undertakes to (i) comply with all applicable legal and regulatory provisions, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, the "GDPR") and (ii) to impose identical obligations on its personnel and on all third parties under its control (including its affiliated companies and subcontractors, if any such exist).

Each Party agrees that the other Party may, within the framework of, or while performing under, the Framework Agreement, collect, process, store, communicate or archive personal data (within the meaning of the GDPR) relating to its contacts (names, e-mail addresses and telephone numbers) (hereinafter, the "Personal Data"), but only provided that such collection, processing, storage, communication or archiving shall be necessary to perform under the Framework Agreement.

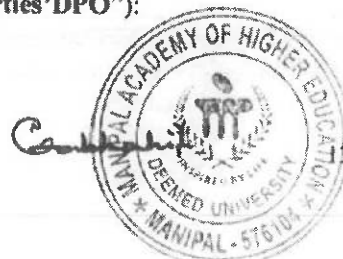
Both Parties represent and warrant that all Personal Data which they may possess and may communicate to one another, or to which they may have access in connection within the framework of, or while performing under, the Framework Agreement, have been obtained and are used in a manner that ensures appropriate security and confidentiality, including the prevention of any unauthorized access to such data.

Thus, each Party undertakes (i) to implement the technical and organizational measures allowing for guaranteed protection of the Personal Data held by the concerned Party against all unauthorized access, as well as against any breach, loss, unauthorized disclosure or accidental destruction, and (ii) to alert the other Party if one of the aforementioned situations occurs, so that the latter could alert the individuals concerned.

Each Party represents and warrants that it fully complies with provisions applicable to any processing of Personal Data carried out within the framework of the Framework Agreement. Each Party guarantees that individuals subject to Personal Data processing have the right to be informed of the processing concerning them and to access their Personal Data, the right to rectify and to erase such data, the right to limit and to opt out of their Personal Data processing, and not to be subject to an automated data processing intended to determine their profile or to assess certain aspects of their personality, as well as the right to portability, which shall be strictly construed as regarding Personal Data directly collected from the concerned individuals. In order to exercise such rights, the individuals concerned can contact the following data protection officer of each Party (hereinafter the "Parties' DPO"):

For bioMérieux: PrivacyOfficer@biomerieux.com

For the Contracting Party: Dr. Vandana K E



Notwithstanding the foregoing, the right to opt out of their Personal Data processing shall not apply in case the concerned processing is required by law.

Should Personal Data belonging to or originating from bioMérieux be, for any reason and for any period of time, transferred in any manner, outside the borders of the European Union, the recipient country shall (i) offer an adequate level of protection within the meaning of GDPR (according to the meaning given to this expression in article 45 of the GDPR) or, (ii) prior to any such export towards third countries that do not offer an adequate level of data protection, the importer and the exporter of the said data (according to the meaning given to these expressions in European law), shall sign the standard clauses of the European Union which may not be amended in any way.

Each Party acknowledges and consents that the Personal Data may be accessed by the other Party's affiliates (hereinafter, the "Affiliates"), in compliance with the Framework Agreement, including those located outside of the European Union (and/or of Iceland, Liechtenstein and Norway, which are part of the European Economic Area), however solely subject to the following conditions:

- i. access to the Personal Data shall only be granted by the other Party to its Affiliates for the strict purposes of the Framework Agreement;
- ii. the concerned Personal Data shall be strictly limited to what is necessary for the other Party and its Affiliates to perform under the Framework Agreement.

If the Affiliate is located outside the European Union (and/or of Iceland, Liechtenstein and Norway, which are part of the European Economic Area), access to the Personal Data will only be granted to such Affiliate subject to the conditions laid down in the previous clause relating to the transfer of Personal Data.

Within the framework of the Framework Agreement, each Party grants the other Party the right to hire other data processors (within the meaning of GDPR), subject to prior information of bioMérieux. Any addition or replacement of such other data processors must be subject to prior information of bioMérieux, which shall have the right to object to such changes, and even to terminate the Framework Agreement without any indemnity from any Party. Any such information must be given in writing to the Parties' DPO.

Both Parties must inform themselves without delay in case of any data breach (within the meaning of GDPR) of Personal Data collected, processed, stored, communicated or archived on behalf of one Party, as well as of any complaint sent to the other Party by any individual concerned by the processing or hosting services carried out on behalf of one Party. Any such information must be given in writing to Parties' DPO.

The Parties undertake, in case of termination or rescission of the Framework Agreement, or upon expiry thereof for any reason, to irreversibly delete, or return within a reasonable period of time all Personal Data concerning the other Party which they may have come into possession of or exchange between themselves, or to which they may have had access within the framework of, or while performing under, the Framework Agreement.

14.2 Processing of data for regulatory purposes by bioMérieux

In order for bioMérieux (i) to comply with its regulatory obligations, and in particular in order to address any request for audit by the regulatory agencies, as well as (ii) to comply with the Clinical Good Practices (ICH, E6 R1) (collectively the "Purpose"), bioMérieux may have to collect and process certain personal data pertaining to the Investigator.

For this Purpose, bioMérieux undertakes to comply with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).



The personal data pertaining to the Investigator referred to above include the name and surname, age, professional address and curriculum vitae, as well as the field of expertise of the Investigator (the "Data").

On this ground, the Contracting Party undertakes to inform and obtain the consent from the Investigator to the collection and processing of the Data, for the needs of the Purpose.

Besides, the Investigator can consult his his right related to the processing of his Data on bioMérieux's internet site <https://www.biomerieux.com/en/information-notice-investigators> as well as to limitate the processing of the Data, that the latter can exercise

- by email to the following address: privacyofficer@biomerieux.com; or
- by mail to the following address: Yves Raisin, Privacy Officer, bioMérieux, 376, Chemin de l'Orme, 69280 Marcy l'Étoile.

Given that the collection and processing of the Data, in the framework of the Purpose, are carried out by bioMérieux pursuant to its regulatory obligations, the Investigator does not benefit from a right to oppose to such collection and processing of the Data.

The Data will be kept by bioMérieux during the life cycle of the Product and five (5) years thereafter.

It is agreed upon between the Parties that the Data cannot be marketed or used for other purposes than the Purpose.

14.3. Processing of patient's personal data

In accordance with the obligations of the Contracting Party to solely use anonymized data, Contracting Party will be the sole responsible for the processing of the patient's personal data.

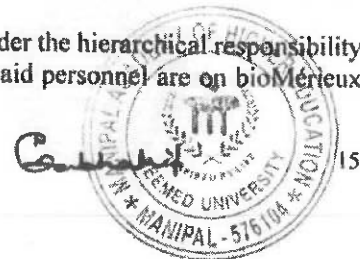
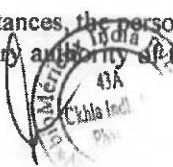
ARTICLE 15 COMPLIANCE WITH THE LABOR CODE – COMBATING UNDECLARED LABOR

Where the case may be, the Contracting Party warrants that the Mission will be performed solely by personnel employed in accordance with its labor law. In addition, the Contracting Party declares that it has made all the declarations, mandatory within the context of the provision of services, to social welfare agencies and to the tax authorities. Lastly, the Contracting Party declares that non-EU employees are in possession of valid residence and work permits allowing them to undertake paid employment in compliance with all applicable texts.

The Contracting Party undertakes to provide bioMérieux on request with any documentation and/or information that may be requested by bioMérieux to address regulatory or compliance audit, as from execution of the Agreement and until performance hereof has been compleed, in French or accompanied by a translation into French.

In the event of the liability of bioMérieux being invoked under this clause, in particular due to an inaccurate or incomplete declaration by the Contracting Party, the Parties hereby agree that bioMérieux shall be able to recover all amounts involved from the Contracting Party, including by offsetting any amounts due by bioMérieux to the Contracting Party. In the event of the liability of bioMérieux thus being invoked by social protection agencies or the tax authorities, the Parties also expressly agree that bioMérieux may retain all amounts due to the Contracting Party as a guarantee, up to an amount reasonably proportionate to the amounts that may potentially be claimed from bioMérieux in this context.

In all circumstances, the personnel of the Contracting Party remain under the hierarchical responsibility and disciplinary authority of the Contracting Party, including when said personnel are on bioMérieux



sites. The execution of any confidentiality undertaking or of provisions regulating access to a site, shall not create any hierarchical relationship between bioMérieux and the personnel of the Contracting Party. Neither shall such a hierarchical relationship be created due to the personnel concerned remaining on a site for the requirements of the Mission, even if they so remain for extended periods of time. The Contracting Party undertakes to inform its personnel of these various points and ensure that any subcontractors do likewise with their own personnel.

ARTICLE 16 ETHICS AND COMPLIANCE

The Contracting Party represents and warrants that any third party performing on its behalf under the Framework Agreement, including subcontractors, if any, shall not violate in any manner the human rights, fundamental liberties, health and security of people, nor damage the environment, and will comply with the principles set forth in bioMérieux's Charter for Responsible Purchasing updated from time to time on the internet site www.biomerieux.com/en/sustainable-and-socially-inclusive-purchasing.

The Contracting Party represents and warrants that itself, as well as any third party performing on its behalf under the Framework Agreement:

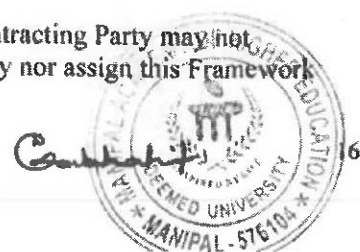
- a) shall comply with all of the "Third-Party Business Principles" updated from time to time on the internet site: www.biomerieux.com/en/preventing-corruption;
- b) shall comply with all applicable anti-corruption laws and regulations, including, but not limited to, the following extra-territorial laws: the French law No. 2016-1691 of December 9, 2016 (so-called "Loi Sapin II"), the United Kingdom Bribery Act, and the United States Foreign Corrupt Practices Act;
- c) shall not, by action or omission, directly or indirectly, engage in activities that could expose bioMérieux or its affiliates to liability for non-compliance with any commitment set forth under this Section;
- d) shall notify bioMérieux as soon as it becomes aware of any event that may constitute an infringement or a violation of one of the commitments set forth under this Section;
- e) has never and shall never, directly or indirectly, pay, promise to pay or authorize the payment, of any monies (such as fees, commissions, or any undue monetary compensation), nor give any valuable item (including, but not limited to, gifts, travels, meals or inappropriate entertainment) (i) to any employee of bioMérieux in order to obtain a commercial advantage, (ii) to any third party (including any national or local official) in order to obtain or retain a business or to allow any third party to obtain or retain same, as well as to obtain an advantage such as a refund for a product;
- f) shall provide bioMérieux with any and all necessary assistance and documentation in order to enable bioMérieux to respond to any request from a duly empowered authority relating to anticorruption, such as the French Anticorruption Agency and its local equivalents.

The Contracting Party shall grant access to its premises and records to conduct audits aiming at ensuring compliance with the Framework Agreement, and in particular with the provisions of this Section.

In the event of a breach of any of the representations and warranties set forth in this Section, bioMérieux may de jure terminate the Framework Agreement. Furthermore, bioMérieux shall be under no obligation to pay the Contracting Party any monies owed with regard to any transaction within the scope of which a breach of these representations and warranties would have occurred.

ARTICLE 17 ASSIGNMENT - SUBCONTRACTING

Having regard to the highly specialised nature of the Services, the Contracting Party may not subcontract the performance of all or part of the same to any third party nor assign this Framework



Agreement, whether by merger, sale of assets or otherwise, without the prior written consent of bioMérieux.

The Contracting Party refrains to purchase all or part of the Framework Agreement to a third Party.

This Framework Agreement may be freely transferred by bioMérieux to its affiliates or to its successor in business (whether by merger, sale of assets or otherwise), as long as the assignee agrees to be bound by the provisions of this Framework Agreement under identical terms.

ARTICLE 18 SAVING CLAUSE

If one or more provisions of this Framework Agreement is or becomes null and void, the validity of the remaining provisions shall not be affected. The null and void provision shall be replaced by a provision which faithfully corresponds to the economic or legal aim of the Framework Agreement.

Headings to clauses are added for convenience only and shall not affect the construction or interpretation of such clauses.

ARTICLE 19 NOTIFICATION

For the performance of this Framework Agreement, the Parties elect domicile in their registered offices as first written above.

Any notification between the Parties shall be made in writing, preferably by registered letter or by hand-delivered letter, to the addresses first written above.

ARTICLE 20 DISPUTES AND GOVERNING LAW

The Framework Agreement shall be governed by Indian laws, irrespective of their conflicts of laws principles.

The Parties shall endeavour to settle any disputes arising in the performance of the Framework Agreement amicably.

In the event of continuing dispute (more than two (2) months), the Parties elect the Courts of New Delhi that shall alone have jurisdiction to finally settle the dispute.

Executed in New Delhi, in two originals,

For bioMérieux

Date :



Name: Mr Rajan Nagar

Title: Vice President & General Manager of South Asia, bioMérieux India Private Limited



For Contracting Party

Date : 21/01/2022



Name: Dr Narayana Sabhahit

Title: Registrar,
Manipal Academy of Higher Education,
Manipal, Karnataka, India



Appendix 1: Template of Statement of Work – Real World Evidence Services

Appendix 2: Template of Statement of Work – Show Case

Appendix 1: Template of Statement of Work

Performance of Evidence generation Services

MISSION N° _____

BY AND BETWEEN

bioMérieux India Private Limited,

a private limited company incorporated and registered under the Companies Act, 1956, with its registered office at 43-A, Okhla Industrial Estate Phase- III, New Delhi- 110020

hereinafter referred to as "bioMérieux",

AND

Kasturba Medical College, Manipal,

a constituent unit of Manipal Academy of Higher Education, Madhav Nagar, Manipal, Karnataka 576104 (hereafter called MAHE) represented by its Registrar, Dr Narayan Sabhahit through its authorized Signatory,

hereinafter referred to as the "Contracting Party",

bioMérieux and the Contracting Party are hereinafter referred to individually as the " Party " and collectively as the " Parties ".

WHEREAS

bioMérieux and the Contracting Party have concluded a Framework Agreement that is implemented by the present statement of work (hereinafter the "Statement of Work"), which details the terms and conditions of each Service provided by the Contracting Party.

Hereupon, it has been agreed as follows:

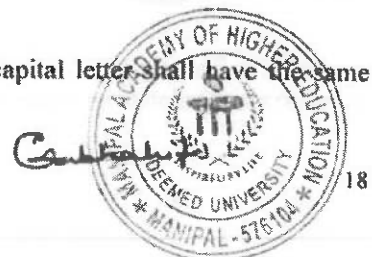
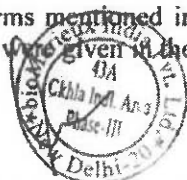
Within the framework of its AMR/AMS program, bioMérieux wishes that Contracting Party carries out several Services as described in each related Statement of Work as further described.

The Services assigned to the Contracting Party by bioMérieux under this Statement of Work consist in the Contracting Party carrying out such evaluation, in accordance with the Protocol.

This Statement of Work is expressly subject to the provisions of the Agreement.

As a consequence, provisions of the Framework Agreement, stated in the following Articles or Sections, in particular the following: Obligations of bioMérieux, Obligations of the Contracting Party, 'CONFIDENTIALITY', 'PUBLICATIONS', 'OWNERSHIP AND USE OF THE RESULTS', 'RELATIONSHIPS BETWEEN THE PARTIES - PREVENTION OF CONFLICT OF INTEREST', 'AUTHORISATIONS', 'PAYMENT', 'PERSONAL DATA', 'COMPLIANCE WITH THE LABOR CODE - COMBATING UNDECLARED LABOR', 'ETHICS AND COMPLIANCE' and 'DISPUTES AND GOVERNING LAW' shall apply to this Statement of Work.

Therefore, the terms mentioned in this Statement of Work with a capital letter shall have the same definition as they were given in the Agreement.



Furthermore, if the Parties mutually agree to derogate from the stipulations of the Framework Agreement, they undertake to justify it in written in the relevant Statement of Work.

1- Conditions of performance of the Services

The Services assigned to the Contracting Party are described in the version of the Protocol enclosed in this Appendix.

The Protocol has been presented to and discussed with the Contracting Party prior to the performance of the Services.

The Contracting Party undertakes to strictly comply with the Protocol and to provide bioMérieux with the Deliverables mentioned in Appendix 1A, within the lead-times mentioned accordingly.

For the purposes of the performance of the Services, the Investigator, as appointed by the Contracting Party, will be **Dr. Vandana K E**, employee of Contracting Party and performing the Services under the Contracting Party's full responsibility.

The Services will be carried out in the Contracting Party's laboratory in **Kasturba Medical College**, (hereinafter the "Laboratory").

The contact person of the Contracting Party within bioMérieux is **Mr. Soumyabrata Chakraborty**.

The Investigator undertakes to comply with any legal or regulatory provisions that may require him/her to notify the existence and/or the content of this Statement of Work to certain supervisory authorities (particularly the Council of the Order or any other competent administrative supervisory body).

The Contracting Party will use the instruments/Software already in its possession to perform the Services.

AND

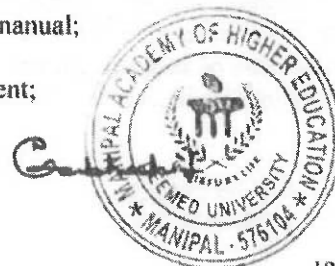
Prior to the launch of the Services, bioMérieux shall provide the Contracting Party with the following Instrument/Software, as & when required, for the sole purpose of the performance of such Services.

- o VITEK MS 3.1 software
- o Myla version 4.9 software
- o Any additional software/instrument improvements required

bioMérieux shall proceed with installing the Instrument and training the Contracting Party's personnel, prior to carrying out the Services.

The Contracting Party undertakes to comply with the following obligations for the duration of the Agreement:

- to use the Instrument solely for the purposes of the performance of the Services, and for no other purpose;
- to comply with the technical specifications as defined in the user manual;
- not to have persons not authorised by bioMérieux use the Instrument;



- to maintain the Instrument in perfect working order and, in particular, to carry out the minimum required maintenance. Any repairs to the Instrument if damaged due to lack of elementary care shall be charged to the Contracting Party by bioMérieux;
- not to copy, modify, adapt, decompile, reverse-engineer, disassemble or create derivative works of the Software or its associated documentation, or reproduce, develop, update, translate and/or transform the Software or associated documentation in whole or in part and in any form whatsoever, in any language and on any medium whatsoever, or carry out any other arrangement on the basis of the Software; and not too alter, destroy or otherwise delete any statements of copyright and other statements of proprietary rights contained in the Software and in its associated documentation.
- all costs related to reagents to be used in this instruments/software already in possession or provided by bioMérieux will be borne by the Contracting Party
- all costs related to FTEs or Full time employees (approx. 3) will be borne by bioMérieux throughout the entire duration of the Agreement.
- all costs related to maintenance of instruments/software already in possession or provided by bioMérieux will be borne by the Contracting Party

The Instrument is and shall remain the exclusive property of bioMérieux throughout the entire duration of the Agreement. The Contracting Party may not sell, transfer or sublet the Instrument and shall inform bioMérieux immediately of any attempted seizure, and in this case shall do what is necessary to prevent such seizure or obtain release therefrom.

The Contracting Party shall be liable to bioMérieux for any loss, theft or damage to the Instrument until it is returned to bioMérieux.

Any 3rd party solutions/equipment/accessories required for the entire period of the services, should both the parties decide to acquire, Parties will discuss and agree on the final commercial terms and condition of the purchase of the Instrument/Software. Contracting Party will borne the maintenance of such items for the entire period of the services.

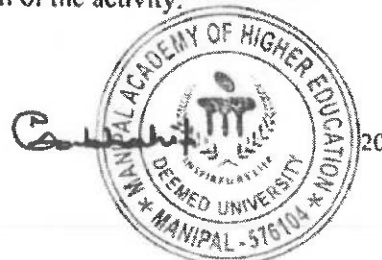
Nothing contained herein shall be construed to grant Contracting Party any ownership or security interest or right whatsoever in the Instrument/Software during the period the Services are performed. The Instrument/Software shall remain the sole and entire property of bioMérieux at all times during the period the Services are performed. Should Contracting Party decide to acquire the Instrument/Software after the completion of the Services, Parties will discuss and agree on the final commercial terms and condition of the placement of the Instrument/Software by bioMérieux to the Contracting Party.

II – Financial terms and conditions

The Price that bioMérieux undertakes to pay to the Contracting Party, will be on actual, as per mutual agreement of both the parties, in consideration for the latter's performance of the Services, excluding GST and such payment shall be paid as per the following norms.

The contracting party agrees to provide proforma invoice for any activity related to AMR-AMS Centre of Excellence to bioMérieux, on basis of which bioMérieux will pay the required amount, after deduction of applicable taxes as per govt. laws and service policy. The contracting party will provide GST invoice in actual within Fifteen (15) days from the completion of the activity.

RAJAN Digitally signed
by RAJAN NAGAR
Date: 2022.01.13
11:48:42 +0530
NAGAR



III- Term

The Services shall begin on 1st January, 2022 (hereinafter the Effective Date) and shall be finalized (with all Deliverables supplied to bioMérieux) no later than 12 months after the Effective Date.

The end of the performance of the Services shall be notified without delay and in writing by the Contracting Party to bioMérieux.

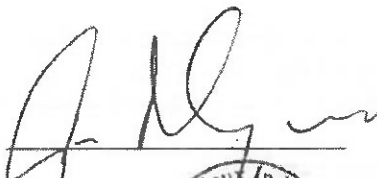
The Agreement shall expire on the date of acceptance by bioMérieux of the last Deliverable provided by the Contracting Party.

IV – Specific provisions (if any)

Executed in New Delhi, in two originals,

For bioMérieux
Date :

For Contracting Party
Date : 21/01/2022



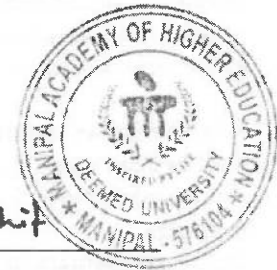
Name: Mr Rajan Nagar

Title: Vice President & General Manager of South Asia,
bioMérieux India Private Limited



Name: Dr Narayana Sabhahit

Title: Registrar,
Manipal Academy of Higher Education,
Manipal, Karnataka, India



Appendix 1A: DETAILED DESCRIPTION OF THE MISSION

Appendix 1B: INTELLECTUAL PROPERTY RIGHTS OF LITERARY AND ARTISTIC PROPERTY

Appendix 1C: BIOMERIEUX STANDARDS APPLICABLE TO REIMBURSEMENTS

**APPENDIX 1A
DETAILED DESCRIPTION OF THE MISSION**

1) Description of the Mission

Purpose of the Mission: Generate proof of concepts and Showcase the Medical & Economic value around diagnostic solutions in Antimicrobial stewardship

Details of the Mission:

- **Purpose of the Mission:**
 - Establish a center with advanced AMR-AMS diagnostic settings
 - Organise activities related to education and awareness related to AMR & AMS
 - Training initiatives/ Observership programs/ Mentor committee workshops for different stakeholders related to AMS
 - Research orientations or create a reference center for any AMS related queries in South Asia

- **Respond to occasional requests by bioMérieux** in order to provide it with opinions, advice, recommendations and information concerning any and all subjects pertaining to its expertise. In this respect, the Consultant may maintain regular and close contacts with any person designated by bioMérieux and in particular with the Contact Person;

- **Attend regular meetings with the Contact Person**, at least quarterly, the dates and details of which shall be determined by mutual agreement between the Parties, and validate the meeting reports which will be submitted to him by the Contact Person at the end of each meeting; or **and/or attend expert meetings and/or participate in event(s) organized by bioMérieux ou by third party**

- **Communicate to bioMérieux all relevant information concerning the Mission**, including in particular any information concerning developments in the body of knowledge and practices in the Mission's field;

2) Deliverables:

The Expert undertakes to provide bioMérieux with the following immediate Deliverables:

- **Finalization of SOPs and training modules for different stakeholders- by Jun 2022**
- **Implementation of epidemiological surveillance by Myla- Mar 2022**
- **Symposium for Clinical Microbiologists- In March 2022**
- **Symposium for Clinical Pharmacist- In Apr 2022**
- **IT/Data connectivity symposium- In May 2022**
- **Country wide AMR testing facility survey analysis- By May 2022**
- **Capacity building training initiatives**



• **Mission Report:**

The contracting party agrees to provide Performance or Summary of Activity Report under mutual discussion with the concerned person from bioMérieux every 6 months


• **Payment Terms:**

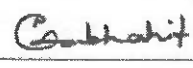
The contracting party agrees to provide proforma invoice for any activity related to AMR-AMS Centre of Excellence to bioMérieux, on basis of which bioMérieux will pay the required amount, after deduction of applicable taxes as per govt. laws and service policy The contracting party will provide GST invoice in actual within Fifteen (15) days from the completion of the activity.

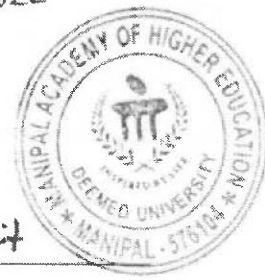
Executed in New Delhi, in two originals,

For bioMérieux
Date :

For Contracting Party
Date : 21/01/2022


Name: Mr **Rajan Nagac**
Title: Vice President & General Manager of South Asia,
bioMérieux India Private Limited

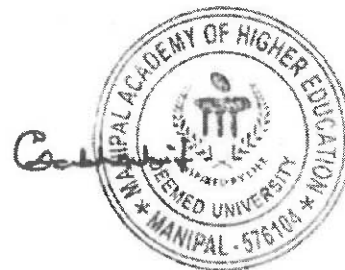

Name: **Dr Narayana Sabhahit**
Title: Registrar,
Manipal Academy of Higher Education,
Manipal, Karnataka, India



APPENDIX 1B
INTELLECTUAL PROPERTY RIGHTS OF LITERARY AND ARTISTIC PROPERTY
ATTACHED TO THE RESULTS

The economic rights of literary and artistic property (i.e. copyright) assigned by the Contracting Party (including the Expert) to bioMérieux pursuant to Article related to *OWNERSHIP OF DATA ARISING OUT OF THE MISSION* include the rights of reproduction, representation and display, publication including in the press, adaptation, digitisation, translation, use, transformation subject to respect for moral rights, dissemination, and integration of the Results in another work, for all uses of a commercial or non-commercial nature, for advertising or non-advertising purposes, for all countries and for the maximum legal duration of protection of such rights, it being specified that:

- The right of reproduction includes, *inter alia*:
 - the right to reproduce or procure the reproduction of the Results, by all means, in all forms and on all media, including video, television, photographic, computer (CD-Rom, floppy disk, hard disk, USB drive etc.), telematic, digital (Internet, Intranet), electronic and paper (books, prospectuses, newspapers, catalogues) media, and on any other medium as may be known now and in the future, in an unlimited number of copies;
 - the right to reproduce or procure the reproduction of the Results on all of the media specified above with a view to their integration in a secondary work, irrespective of the commercial purpose of the secondary work.
- The right of representation and display includes, *inter alia*, the right to publicly represent and display or procure the public representation and display of the Results or any secondary exploitation thereof including their adaptation, by all means known or unknown on the date hereof, namely public or private exhibition, communication by analogue and/or digital means over any open and/or private digital/data telecommunications networks, whether national and/or international, for any internal or external event of a private or public nature, on a national or international level, in specialised distribution channels or those used for or by the general public.
- The right of adaptation includes *inter alia* the right to make or procure the making of any adaptations and modifications required for the normal exploitation of the Results and their promotion. It also includes the right to use extracts of the Results or elements used for their production, for their reproduction and/or their representation and display in any derived work.
- The right of dissemination includes *inter alia* the right to sell or rent the Results or their derivatives to any and all third parties, by any means whatsoever, whether for a fee or payment or without charge.



APPENDIX 1C
**BIOMERIEUX STANDARDS APPLICABLE TO REIMBURSEMENTS OF TRAVELLING,
ACCOMMODATION AND MEAL EXPENSES for healthcare professionals (if applicable)**

AIR TRAVELS

All flights shall be in ECONOMY CLASS.

TRAIN TRAVELS

All rail tickets can be booked in first class.

HOTEL

Price lists mentioned below are ceilings not to be exceeded, including taxes, and include the breakfast.

India: Rs. 15,000 INR
International (except India): 200€

MEALS

The reimbursement limits are set out here below including taxes (drinks included)

Lunch: Rs. 5000 INR
Dinner: Rs. 5000 INR



**Appendix 2: Template of Statement of Work
Showcase Services**

MISSION N° _____

BY AND BETWEEN

bioMérieux India Private Limited,

a private limited company incorporated and registered under the Companies Act, 1956, with its registered office at 43-A, Okhla Industrial Estate Phase- III, New Delhi- 110020

hereinafter referred to as "**bioMérieux**",

AND

Kasturba Medical College, Manipal,

a constituent unit of Manipal Academy of Higher Education, Madhav Nagar, Manipal, Karnataka 576104 (hereafter called MAHE) represented by its Registrar, **Dr Narayan Sabhahit** through its authorized Signatory,

hereinafter referred to as the "**Contracting Party**",

bioMérieux and the **Contracting Party** are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS

bioMérieux and the **Contracting Party** have concluded a Framework Agreement that is implemented by the present statement of work (hereinafter the "**Statement of Work**"), which details the terms and conditions of each Service provided by the **Contracting Party**.

Hereupon, it has been agreed as follows:


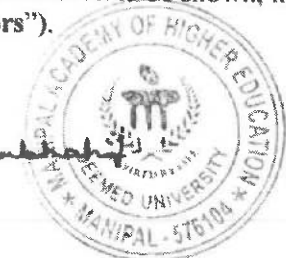
Within the framework of the AMR/AMS Centre of Excellence program, **bioMérieux** wishes that **Contracting Party** carries out several Services as described in each related Statement of Work as further described.

The Services assigned to the **Contracting Party** by **bioMérieux** under this Statement of Work consist in the **Contracting Party** receiving customers or prospects designated by **bioMérieux** for a visit of the Site (as defined below).

Contracting Party using, at one or more of the **Contracting Party's** sites, and in particular at the site located at Kasturba Medical Collge, Manipal (hereinafter the "**Site**"), instruments marketed by **bioMérieux**, and in particular one or more instruments making up the **bioMérieux** AMR/AMS Solution (hereinafter referred to as the "**Solution**").

bioMérieux wishes to request the assistance of the **Contracting Party**, who agrees to provide this assistance, to organize Visits (the "**Visits**") on the Site, in order to allow the Solution to be shown, in a context of real use, to other **bioMérieux** customers or prospects (the "**Visitors**").



The Parties have therefore decided to organize the contractual conditions under which the Visits will be carried out by means of this Statement of Work.

This Statement of Work is expressly subject to the provisions of the Agreement.

As a consequence, provisions of the Framework Agreement, stated in the following Articles or Sections, in particular the following: Obligations of bioMérieux, Obligations of the Contracting Party, 'CONFIDENTIALITY', 'PUBLICATIONS', 'OWNERSHIP AND USE OF THE RESULTS', 'RELATIONSHIPS BETWEEN THE PARTIES – PREVENTION OF CONFLICT OF INTEREST', 'AUTHORISATIONS', 'PAYMENT', 'PERSONAL DATA', 'COMPLIANCE WITH THE LABOR CODE – COMBATING UNDECLARED LABOR', 'ETHICS AND COMPLIANCE' and 'DISPUTES AND GOVERNING LAW' shall apply to this Statement of Work.

Therefore, the terms mentioned in this Statement of Work with a capital letter shall have the same definition as they were given in the Agreement.

Furthermore, if the Parties mutually agree to derogate from the stipulations of the Framework Agreement, they undertake to justify it in written in the relevant Statement of Work.

THE PARTIES AGREE AS FOLLOWS :

1. Object of the Contract - Entry into force - Duration

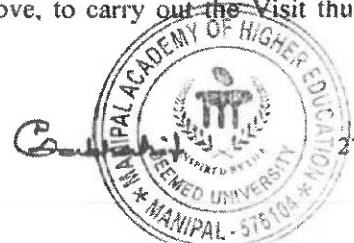
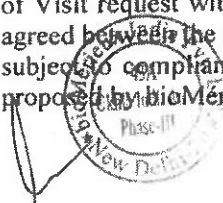
- 1.1 The purpose of the Contract is (i) to define the terms and conditions according to which the Visits will be planned and organized, the way in which they will take place on the Site (s) (including their provisional program, as defined in Annex A), (ii) to define the respective rights and obligations of the Parties, and (iii) to provide for the rules applicable to the data and Results (whether they have been represented in written or oral form), obtained by the Co-contractor using the Solution and communicated to Visitors (collectively, the "Results").
- 1.2 The Contract shall enter into force on its date of last signature, unless the Parties have decided to stipulate a different and specific effective date below:

Effective date : 1st January, 2022

- 1.3 The duration of the Contract is Three (3) years. It will then be renewed for an indefinite period, unless one of the Parties has denounced it by registered letter with acknowledgment of receipt at least one (1) month before the expiry date, or received a notice of three (3) months if the termination occurs during the renewal period for an indefinite period.

2. Methods of implementing the Visits

- 2.1 The Contracting Party agrees to organise visits as per actual requirement per year and there will not be any limitation in terms of maximum number of visits per year.
- 2.2 Prior to each Visit, bioMérieux shall send to the Contracting Party a written request, by email, at least Thirty (30) days before the date of the Visit, unless the Parties agree to a shorter period. The Contracting Party shall send its written reply, by email, at the request of Visit request within Fifteen (15) days after sending the request by bioMérieux. It is agreed between the Parties that the Contracting Party may refuse, at its sole discretion and subject to compliance with the procedure described above, to carry out the Visit thus proposed by bioMérieux.



- 23 After express acceptance, and prior to each Visit, the Contracting Party shall send to bioMérieux the documents and presentation materials that it wishes to use for carrying out each Visit, as these elements are detailed in appendix A. The Visit shall take place in accordance with the instructions given by the Contracting Party's representative.
- 24 At each Visit, bioMérieux will support the Visitor and the Contracting Party throughout the Visitor's presence on the Site, by the physical presence of at least one of its representatives.
- 25 The Contracting Party shall conduct the Visit of the Site and the presentation of the Solution, in routine condition, it being understood that the Visitors remain under the full and entire responsibility of bioMérieux. Consequently, bioMérieux shall be responsible for the actions of Visitors during the Visit and will have to respond to the harmful consequences that such actions could cause to the Contracting Party.
- 26 The Contracting Party will alert bioMérieux without delay in the event that an incident or technical problem of any kind, occurring with the Solution or in its immediate environment, is likely to affect the quality of the Visit.
- 27 The Contracting Party shall define, and inform of bioMérieux of the list of contacts involved in the organization and execution of the Visits, Fifteen (15) days prior to the event. Selection of such committee/group will be done by mutual discussions and consent.

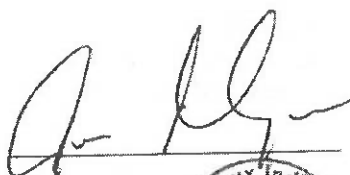
3. Compensation for the performance of services

- 3.1 The Contracting party will provide all necessary trainings, workshops to the participating personnel.
- 3.2 bioMérieux or the participating personnel will be responsible for the travel & other personal expenses during the course of the services.
- 3.3 The Contracting party will also help bioMérieux or the participating personnel for accomodation as per Institution facilities.

Executed in New Delhi, in two originals,

For bioMérieux

Date :



Name: Mr Rajan Prasad

Title: Vice President & General Manager of South Asia,
bioMérieux India Private Limited



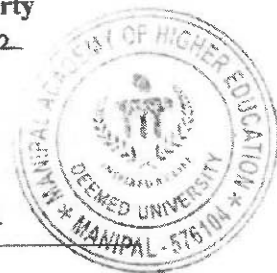
For Contracting Party

Date : 21/01/2022



Name: Dr Narayana Sabhahit

Title: Registrar,
Manipal Academy of Higher Education,
Manipal, Karnataka, India



Appendix 2A- Arrangements for the organization of Visits

Appendix 2A Arrangements for the organization of Visits

The purpose of the Visits is to present the operation of the Solution in the working environment of the Site and to share experience.

1. Conditions for carrying out Visits

1.1 MATERIAL RESOURCES MADE AVAILABLE

The Contracting Party will provide a meeting room for the reception of Visitors and the presentation of the laboratory / biology center of the Site.

1.2 HUMAN RESOURCES MADE AVAILABLE

The Contracting Party will provide all the contacts involved in the organization and execution of the Visits, and in particular the referents.

2. Themes discussed during the Visits

The following themes will be discussed and presented during each Visit:

- a) presentation of the functioning of the Solution in the laboratory working environment ;
- b) explanation of the project which led to the choice of the Solution and the main reasons for this choice ;
- c) feedback on the implementation of the Solution, including training and support provided by bioMérieux teams ;
- d) sharing experience on :
 - i. the implementation of the Solution and the support provided by the bioMérieux teams ;
 - ii. the methodology and process implemented to optimize the organization of the laboratory;
 - iii. how bioMérieux solution driven algorithms helps in implementing and/or improving Anti-microbial stewardship practices in the institution.
- e) presentation of the accreditation process carried out for the entire bioMérieux Solution.

3. Provisional duration of the Visits

The duration of each Visit (actual presence on the Site) will vary according to needs.

