

தமிழ்நாடு தமில்நாடு TAMILNADU 18.03.2026

DIRECTOR, NIT  
TRICHY - 620015

EM 289621

N. Jayaram  
நா.ஜெயலட்சுமி  
முத்திரைத்தாள் விர்ப்பலையாளர்  
உரிமம் எண் 11 / 2015  
கைத்தொப்பாள். திருவெறுமல்.  
திருச்சி மாவட்டம், தமிழ்நாடு

### MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("MoU") is entered into on the 18<sup>th</sup> day of March 2026.

### BETWEEN

**National Institute of Technology, Tiruchirappalli**, a premier academic institution of International Repute, incorporated under National Institute of Technology Act, 2007, having its permanent campus and office at Tanjore Main Road, National Highway 67, Tiruchirappalli, Tamil Nadu 620015, hereafter referred to as '**NIT Trichy**', which expression shall include its successors and assigns as First Party.

### AND

**Sri Kauvery Medical Care (India) Limited**, with CIN U85110TN1997PLC039491, a company registered in India under the Companies Act, having its registered office at TVH Beliciaa Tower-II, 7th floor, MRC Nagar 1st Lane, MRC Nagar, Raja Annamalaipuram, Chennai- 600028, represented by its Authorized Signatory (hereinafter referred to as "Kauvery"/ "Partner") which expression shall where the context so admits includes its successors in interest and permitted assigns as Second Party.

(NIT TRICHY and Kauvery shall hereinafter be individually referred to as "Party" and collectively as "Parties").

## RECITALS

Whereas NIT TRICHY is focused on expanding their existing educational offerings to incorporate Healthcare aligned courses, thereby improving learners' skills and employability.

Whereas this MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 10 below, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties. This MOU is intended to form a basis of discussion, is subject to due diligence by Kauvery and NIT TRICHY and does not state all matters upon which an agreement must be reached before executing a legally binding, comprehensive commercial agreement or agreements (each, a "**Definitive Agreement**").

In consideration of the above recitals and the mutual benefits to derive hereafter, the Parties agreed to enter an MOU as follows:

### **Section 1: Purpose of the MoU**

#### **1. BACKGROUND:**

- (a) The National Institute of Technology, Tiruchirappalli, commonly referred to as NIT Trichy, is a university with a deemed university status. It was declared as an Institute of National Importance by the Government of India, established to provide education and research in various branches of engineering and technology for the advancement of learning and dissemination of knowledge in such branches.
- (b) Kauvery is engaged in the business of providing high quality healthcare services by running Multi specialty hospitals at various locations of Tamil Nadu and Bengaluru, Karnataka under the brand name "Kauvery Hospital".
- (c) The Parties recognize the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the scope of the project (as defined in Section 2).

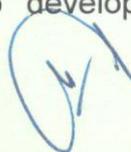
#### **2. OBJECTIVE**

The objective of this MoU is to outline the Parties' current understanding regarding their potential services and collaboration on various engagements and to facilitate further discussions related thereto, including by:

- (a) Enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the offerings, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) Setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the engagement.

### **Section 2: Potential Area of Collaboration**

- **Dispensation of Microcredit Courses:** To develop, update and deliver the



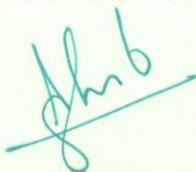
curriculum for agreed upon microcredit courses to ensure it aligns with the latest healthcare industry trends, technologies, and best practices.

- **Guest Lectures:** Enable guest lectures by industrial experts on various core subjects dispensed by NIT TRICHY in the PG Diploma for Healthcare Technology course.
- **On Site Internships:** Facilitate opportunities for internship in core areas of healthcare operations for students of NIT TRICHY in various branches of Kauvery Hospitals which gives the students and opportunity to interact with best-in-class facility, equipment and professionals of Kauvery Hospital.
- **Project:** Collaboratively conceptualize and create project opportunities for students of NIT TRICHY in Kauvery Hospital which gives them exposure to solve real world problems.
- **Research and Development:** Encourage research collaboration between NIT TRICHY and Kauvery Hospital to explore and address current challenges and emerging trends in the Healthcare sector by combining the clinical know-how of Kauvery hospital with the technology knowledge and infrastructure of NIT TRICHY
- **Continuing Education:** Collaborate to create pathways for students to pursue further education / research, or advanced certifications.

The description of the project and the scope of collaboration for the project and the Parties' anticipated activities set forth in this Section 2 serve as a preliminary outline of the potential collaboration between the Parties. It is understood that the specific elements of this collaboration, including the offerings provided by Kauvery and the respective contributions of each Party, will be detailed in a Definitive Agreement related to the Project Scope of collaboration for the project. The Definitive Agreement, if executed by the Parties, will comprehensively capture the scope and terms of the collaboration including commercial terms. This formal agreement will govern the rights, responsibilities, and obligations of each Party, ensuring a successful collaboration.

### Section 3: Term and Termination

- (a) This MoU commences on the Effective Date and continues until the earlier of (i) 3 year after the Effective Date, (ii) the Parties' execution of a Definitive Agreement related to the Scope of collaboration, (iii) the effective date of termination of this MoU by a Party pursuant to Section 3(b), or as otherwise agreed by the Parties in writing signed by both Parties.
- (b) Either Party may terminate this MoU at any time by providing at least thirty (30) days prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- (c) Upon termination of this MoU, each Party upon written request from the other Party (i) will return or destroy (in line with the request) all properties (e.g., content, technology, software, documentation and Confidential Information (as defined in Section 5 (Confidentiality)) owned or provided by the other Party, and (ii) otherwise has no continuing duty or obligation to the other Party, except for any provision of



this MoU that survives the expiration or termination of this MoU as expressly provided herein.

#### **Section 4: No Exclusivity**

This MoU is non-exclusive. Nothing in this MoU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MoU or any other matter.

#### **Section 5: Confidentiality**

- “Confidential Information” means information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) under this MoU that is marked as confidential or, from its nature, content, or the circumstances in which it is disclosed, ought reasonably to be supposed to be confidential.
- The term Confidential Information does not include information that (a) is known or is in the public domain at the time of disclosure to the Receiving Party or enters the public domain without breach of the terms of this MoU or any other confidentiality agreement or non-disclosure agreement; or (b) is already known by the Receiving Party prior to receipt from the Disclosing Party and is in possession of the Receiving Party prior to the date of this MoU without undertaking confidentiality obligation; or (c) that becomes public knowledge through no fault of the Receiving Party; or (d) that was lawfully obtained by the Receiving Party from a third party; or (e) is developed independently by the Receiving Party without reference to the Confidential Information of the Disclosing Party, and in good faith by the Receiving Party.
- The Receiving Party agrees and undertakes not to disclose the Confidential Information to any third party, except to its group companies, employees, and/or professional advisors (“Authorized Representatives”) on a “need to know” basis, and who have agreed in writing to keep such Confidential Information confidential. The Receiving Party will ensure that the Authorized Representatives will use Confidential Information only to exercise the rights and fulfill the obligations under this MoU.
- The Receiving Party may disclose the Confidential Information when required by law, after providing reasonable notice to the Disclosing Party, such notice to be sufficient to give the Disclosing Party the opportunity to seek a protective order or similar remedies or relief prior to its disclosure.
- Upon the expiry or termination of this MoU, the Parties will promptly return all Confidential Information and copies to the Disclosing Party or certify in writing that it has destroyed all the Confidential Information.

#### **Section 6: Intellectual Property**

All Intellectual Property, including, but not limited to, courseware, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs, exhibits and

all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MoU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MoU, or otherwise, will remain the sole property of, and vest in, the respective Party. Neither Party will gain, by virtue of this MoU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the said respective Party.

### **Section 7: Joint Public Relations Activities**

The Parties acknowledge the importance of promoting and disseminating information related to the collaboration set forth in this MoU. The Parties may engage in joint public relations activities to showcase the benefits and outcomes of this collaboration, with a focus on the offerings provided by Kauvery. These activities may include, but are not limited to, the following:

**(a) Public Announcements:** The Parties may issue joint press releases and engage in social media activities (e.g., press releases, blog posts, and/or social media posts) to highlight the key aspects and achievements of this collaboration, particularly emphasizing Kauvery contributions.

**(b) Case Studies and Success Stories:** The Parties may collaborate on the creation of case studies or success stories that showcase the reasons for Kauvery selection as a partner, how Kauvery offerings are leveraged as enablers, the anticipated or realized benefits of these offerings, and how they align with the objectives of this collaboration. These documents may be shared internally or externally to provide insights into the impact of the collaboration.

**(c) Participation in Industry Events:** The Parties may participate in industry events, including speaking engagements and technology solution demonstrations at industry and educational events. These activities will serve to highlight Kauvery role and contributions within the collaboration.

All press and other public communications related to this MoU, including those related to the existence or content of this MoU, issued or otherwise provided by a Party must be previously mutually agreed upon by the Parties in each instance in writing.

### **Section 8: Relationship of the Parties**

Nothing in this MoU is intended to establish or create, and shall not establish or create, a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MoU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.



### **Section 9: Costs and Expenses**

This MoU does not entail any cost, expenditure incurred, or any obligations set forth herein. However, a definitive agreement as mentioned in Section 2 of the MoU will be signed with all partners who intend to provide paid programs including but not limited to courses, internships, mentorships. The definitive agreement will have agreed terms related to revenue collection and sharing between NIT TRICHY and Kauvery for all programs offered by NIT TRICHY.

### **Section 10: Binding Provisions**

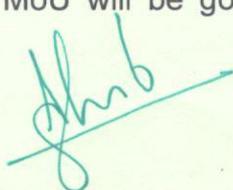
- (a) Except as expressly provided in this MoU, (i) this MoU is not intended to create or evidence any legally binding obligation on any Party, and (ii) any Party may discontinue discussions and decline to undertake or complete any of the activities described in this MoU at any time in its sole discretion and without liability to the other Party or any third party, as described in Sections 3 hereinabove.
- (b) The following sections of this MoU will be binding and enforceable against the Parties and will survive the expiration or termination of this MoU: Sections 3 (Term and Termination), 4 (Exclusivity), 5 (Confidentiality), 6 (Intellectual Property), 7 (Joint Public Relations Activities), 8 (Relationship of the Parties), 9 (Costs and Expenses), 10 (Binding Provisions), 11 (Limitation of Liability) and 12 (Governing Law).
- (c) Nothing in this MoU obligates a Party to or constitutes a representation by either Party that it will enter into a Definitive Agreement with the other Party related to the Scope of the project.
- (d) NIT TRICHY acknowledges that any binding terms related to any agreement including licensing Agreement can be enforceable only if any such agreement is mutually agreed and signed.

### **Section 11: Limitation of Liability**

- (a) To the fullest extent permitted by law, neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MoU.
- (b) No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described in Section 5 (Confidentiality) of this MoU.
- (c) All materials, information, and other items provided by one Party to the other Party in connection with this MoU are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.

### **Section 12: Governing Law**

This MoU will be governed by the laws of India, without regard to conflicts of law



principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of Chennai for any disputes arising under or in connection with this MoU.

**Section 13. Dispute Resolution**

If there is any difference of opinion between the parties regarding any clause of this MoU, then it shall be resolved amicably between the representatives nominated by offices of both the parties through the process of negotiation, as per the acts and regulations of the Government of India.

In case the dispute is not resolved mutually through negotiations, the dispute shall be referred to arbitration under the Indian arbitration and conciliation act, 1996 to a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be in Chennai. The language of the proceedings (including detestation) shall be English. The award of the arbitrator shall be final and binding on the parties.

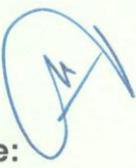
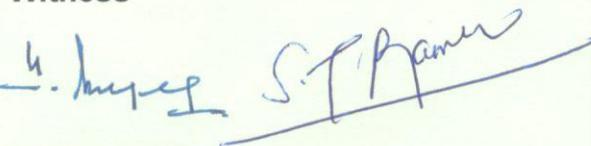
**Section 14: Amendment**

This MOU may be amended at any time by the mutual written assent of the Parties.

**Section 15: Indemnity**

Either Party shall indemnify and hold the other Party, its Directors, affiliates, employees, agents, contractors, representatives, etc. harmless from and against all loss, cost, expense, liability or damage of every kind and nature arising out of or resulting from the breach of its obligations, undertakings and representations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MoU by persons duly authorized as of the date and year first written above.

<p><b>NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI</b></p> <p>Signature: </p> <p>Name: Dr. G. Aghila</p> <p>Title: Director, NIT TRICHY</p>	<p><b>SRI KAUVERY MEDICAL CARE (INDIA) LIMITED</b></p> <p>Signature: </p> <p>Name: Dr. S. Manivannan</p> <p>Title: Managing Director, Kauvery Hospital</p>
<p><b>Witness</b></p> <p>Signature: </p> <p>Name:</p> <p>Title:</p>	<p><b>Witness</b></p> <p>Signature:</p> <p>Name:</p> <p>Title:</p>