

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is entered into effective as of the Twenty seventh Day of August, Two Thousand and Twenty-Six (27/08/2026) to be referred as "Effective Date".

By and Between

Confederation for Centre of Excellence in Health tech and Medtech (CHARAKA) is a Section 8 company established by **KITS, Government of Karnataka** as a Centre of Excellence focused on advancing HealthTech, MedTech, and Assistive Tech. Located at Karnataka Institute of Endocrinology and Research, Near Swami Vivekananda Road Metro Station, Indiranagar, Bengaluru, Karnataka - 560 038 represented by its CEO duly Authorized Signatory, (hereinafter referred to as "**CHARAKA or Charaka**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates and permitted assigns)

And

Telemedicine Society Of India (TSI), a society incorporated under the laws of India, with its registered office at Second floor, Room No. 22, School of Telemedicine and Bio-medical Informatics Sanjay Gandhi Postgraduate Institute of Medical Sciences, Rae Bareli Rd, Lucknow, Uttar Pradesh 226014 represented by the President (hereinafter referred to as 'TSI' which expression shall unless repugnant to the context or meaning thereof include its executors, administrators and permitted assigns)

Charaka and **TSI** shall be separately referred to as "Party" and together as "Parties" as the context demands.

Whereas:

CHARAKA is a flagship government initiative dedicated to nurturing innovation, entrepreneurship in health and med tech. It brings together clinicians, researchers, engineers, startups, industry, and policymakers to solve high-impact healthcare challenges. With a strong emphasis on clinical validation, real-world deployment, and scalability, CHARAKA aims to bridge the gap between innovation, evidence generation, and adoption across healthcare systems. Its mission is to strengthen Karnataka's med tech ecosystem, drive sustainable innovation, and position Bengaluru as a global hub for medtech research and entrepreneurship.

Whereas TSI is an independent not-for-profit registered scientific society, with the aim to promote and encourage development, advancement, and research in the field of Telemedicine/Telehealth/eHealth/Digital Health and its associated fields;

TSI has the objective to promote the training of students, health professionals, research fellows, and technicians, in various aspects of telemedicine and digital health; coordinate with academic institutions and premier think-tanks in the telemedicine/associated field, industry associations, regulatory authorities; in developing curriculum for courses and incorporating appropriate modules in the healthcare and related training programs.

Charaka and TSI agree to collaborate on multidisciplinary and multi-stakeholder engagement on ensuring research, innovation and implementation in healthcare, public health, in the field of Telemedicine/Telehealth/eHealth/Digital Health, one- health, AI in health care and its associated fields for training, capacity building, policy advocacy, designing and offering courses, joint research, student /faculty exchange, internship/immersion programs, conferences or any programs/activities on mutual agreement for the state of Karnataka and India. This will mobilize relevant stakeholders and experts across domains and industry, and the government to derive actionable insights and support policy decisions and actions.

I. Scope of Collaboration between Parties

Charaka and TSI wishes to collaborate in research, innovation and implementation, in areas including but not limited to the below and each of such activities shall be handled by the Parties through definitive agreement suitable for each engagement:

1. Capacity Building: The Parties will undertake activities to strengthen the capacity to gather and use data and implement new technologies in the sector. This may include, but not limited to, specific training sessions, creating training modules, conducting impact assessments, workshops, conferences, and seminars.
2. Education: Design, development, and implementation of capacity-building initiatives, including training programs, certificate courses, masters and PhD, fellowships, and continuing professional development modules in telemedicine, digital health, artificial intelligence, and remote patient monitoring for healthcare professionals, faculty, and students;
3. Research and Innovation Initiatives: The Parties will undertake joint research and innovation projects in disciplines of mutual interest. The areas of cooperation may be revised by mutual consent.
4. Internship: shall offer internship and immersion programs in either party institutions or affiliated or members/partner institutions;
5. Innovation and Entrepreneurship: The Parties shall cooperate and support health tech and med tech start-up companies from either party leveraging each other's technical expertise, mentorship, and national/international collaborations;
6. Conference: Both parties shall jointly organize conferences, workshops, seminars, hackathons, and other academic events to promote knowledge exchange, innovation, and collaboration among stakeholders, including academia, industry, and government
7. Any other such activities as the Parties may mutually agree to.

II. Role of Parties

Role of Charaka includes:

1. Provide access to state-of-the-art infrastructure including advanced laboratories, scientific equipment, regulatory-aware labs, testing facilities, and translational infrastructure facilities to support innovation and training.
2. Facilitate entrepreneurship and commercialization from lab to market by offering incubation programs, expert mentorship, and connections to investors and industry leaders.
3. Support startups and innovators with guidance on research translation, regulatory pathways, and access to government and private funding opportunities.
4. Promote IP creation and technology development by providing support in idea validation, prototyping, and commercialization pathways.
5. Contribute to ecosystem growth by positioning Karnataka as a pioneer for med tech innovation and entrepreneurship. Builds on the state & country's dense ecosystem of hospitals, research institutions, GCCs, and deep-tech startups.
6. Monitor program outcomes and ensure continuous improvement through feedback, evaluation, and performance tracking. Any other such activities as the Parties may mutually agree to.

Roles and Responsibilities

Role of TSI includes:

1. Provide clinical and domain expertise in telemedicine, digital health, artificial intelligence, remote patient monitoring, and other emerging healthcare technologies to support innovation, training, and technology validation.
2. Facilitate access to healthcare professionals, hospitals, academic institutions, and healthcare networks for pilot projects, technology validation, clinical evaluation, demonstrations, and real-world implementation of innovative health technologies.
3. Support capacity building and professional development through training programmes, certificate courses, fellowships, continuing professional development, workshops, seminars, and other educational initiatives for healthcare professionals, faculty, students, innovators, and entrepreneurs.
4. Support research, innovation, and evidence generation by facilitating collaborative research projects, clinical studies, technology assessments, impact evaluations, publications, and development of evidence-based solutions in telemedicine and digital health.
5. Provide guidance on clinical, ethical, quality, interoperability, and standards-related aspects of digital health and telemedicine solutions, including appropriate pathways for responsible adoption and implementation.
6. Facilitate networking and ecosystem development by connecting Charaka and supported innovators with TSI members, healthcare institutions, academia, industry, government stakeholders, and national and international digital-health networks.
7. Support market access and adoption of validated technologies by facilitating demonstrations, pilot implementations, knowledge dissemination, stakeholder

engagement, and opportunities to showcase innovations through TSI platforms and events.

8. Contribute to policy and advocacy initiatives by providing technical inputs, expert perspectives, and recommendations related to telemedicine, digital health, AI, remote patient monitoring, and emerging healthcare technologies.
9. Promote entrepreneurship and innovation among healthcare professionals and students by identifying promising ideas, facilitating mentorship, and encouraging participation in hackathons, innovation challenges, incubation programmes, and other entrepreneurial initiatives.
10. Monitor and evaluate collaborative programmes by contributing to outcome assessment, feedback mechanisms, documentation of lessons learned, dissemination of best practices, and continuous improvement.
11. Support national and international collaborations by leveraging TSI's professional and institutional networks to facilitate knowledge exchange, joint programmes, research collaborations, and opportunities for internationalisation.
12. Undertake any other activities related to telemedicine, digital health, healthcare technology, research, education, innovation, and capacity building as may be mutually agreed upon by the Parties.

III. Financing

The financial arrangements relating to each collaborative activity described in clause I will be specified in the relevant project agreement covering each collaborative activity separately.

IV. Confidentiality

1. During the term of this MoU, each Party may disclose to the other Party certain confidential and non-public information relating to its product, business, technical, and/or operational information. Each Party agrees and undertakes that it shall maintain strict confidentiality of the confidential information disclosed and shall use the confidential information only for the purpose for which it was disclosed. Neither Party is entitled to use the confidential information of the other disclosed to it under this MoU.
2. Notwithstanding anything contained herein, the provisions of confidentiality shall survive early termination or expiration of this MoU for a period of five (5) years from the date of disclosure or as decided by the Parties under definitive agreements, as the case may be.

V. Publication of Articles

1. Each Party shall have a sole right to publish the findings of the activities in the form of an newspaper or other magazine, without the need of any prior approval from the other Party for the findings developed/generated by it solely. There should however be an acknowledgement of the support received from the other Party, if any, as and if applicable.

2. If the findings are mutual, each Party may, with the written consent of the other Party - such consent not to be unreasonably withheld - publish such findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine in joint names, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the other Party, whose written consent is required hereunder prior to publication of the same for the Party's perusal and written consent.

VI. Severability

If any term of this MoU is deemed unenforceable, the other provisions and the remainder of the MoU will remain in full force and effect.

VII. Term and Termination

1. This MoU shall commence on the Effective Date and shall remain in force for a period of three years. This MoU may, at any time during its period of validity, be terminated by either Party upon prior notice to the other in writing not later than three (3) months before termination date, provided that such termination shall not affect the completion of any program or activity underway at the time the notice of termination is given.
2. Except for this clause and clause 4 (the "binding sections") which shall be legally binding on the Parties, this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' ongoing discussions and, other than the binding sections, neither Party wishes for this MoU to give rise to any binding commitment or legal obligation.

VIII. Dispute Resolution

Should any disagreement arise out of the application, interpretation or implementation of this MoU, the Parties shall endeavour to exercise best efforts to negotiate their differences.

IX. Applicable Law

This Agreement shall be construed, interpreted and governed by the laws of India and shall be subject to the jurisdiction of the Courts in Bengaluru.

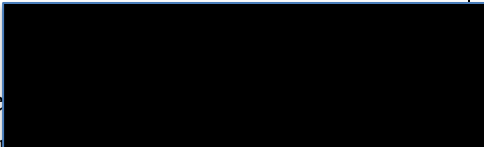
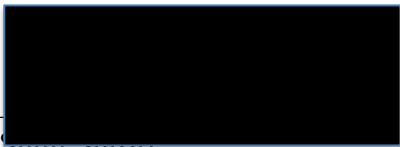
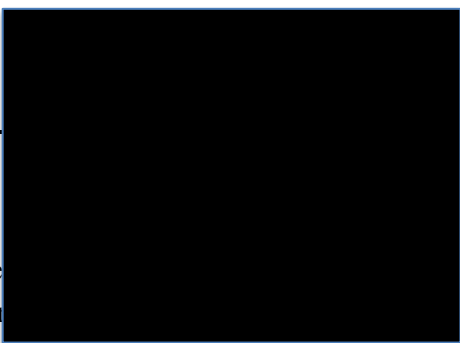
X. Non-Exclusivity and Non-Binding:

1. Notwithstanding anything to the contrary elsewhere in the MOU, the Parties hereby agree and acknowledge that this is a non-exclusive arrangement, and that this arrangement does not in any way restrict any Party from entering into similar arrangements with third parties.
2. This MoU does not bind either Party to enter into further engagements with or without commercial consideration.

XI. Miscellaneous

1. This MoU is executed in two counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same MoU.
2. All notice and other communications under the MoU shall be given by courier or electronic mail or facsimile at the address be notified by each Parties within 30 days of signing of this MoU.
3. This MoU shall not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be duly executed on the day and year first above mentioned.

For and behalf of: Confederation for Centre of Excellence in Healthtech and Medtech (CHARAKA)	For and behalf of: Telemedicine Society of India (TSI)
Signature:  Name: Dr. Dhruv Rajaraman. Designation: CEO, CHARAKA Date: Place: Bengaluru Seal:	Signature:  Name: Dr. Samir Sinha Designation: President Date: Place: Seal:
<u>Witness:</u> Signature:  Name: Designation: Address:	<u>Witness:</u> Signature:  Name: Dr. Designation: Honorary Secretary Address: Telemedicine Society of India, Lucknow