

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

TELEMEDICINE SOCIETY OF INDIA (TSI)

AND

GOVERNAI OPC PRIVATE LIMITED

THIS **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "**MoU**") is entered into on this 2nd day of August, 2026 (the "**Effective Date**"), at New Delhi, India.

BY AND BETWEEN:

TELEMEDICINE SOCIETY OF INDIA, a registered professional society registered under the relevant Societies Registration Act in India, having its principal operational office at Room No. 303, School of Telemedicine and Bio-medical Informatics Sanjay Gandhi Postgraduate Institute of Medical Sciences, Rae Bareilly Rd, Lucknow, Uttar Pradesh 226014 (hereinafter referred to as "**TSI**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns, and authorized representatives), of the FIRST PART;

AND

GOVERNAI OPC PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at New Delhi, India, operating the domain governai.info (hereinafter referred to as "**GovernAI**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns, and authorized representatives), of the SECOND PART.

(TSI and GovernAI are hereinafter individually referred to as a "Party" and collectively as the "**Parties**".)

PREAMBLE & RECITALS

WHEREAS:

A. TSI is India's premier national professional body comprising medical practitioners, telemedicine specialists, digital health researchers, and health tech leaders dedicated to promoting, standardizing, and expanding telemedicine, tele-health, and digital healthcare delivery across India.

B. GovernAI is an Indian AI governance, compliance advisory, and algorithmic auditing firm specializing in ISO/IEC 42001 readiness, Digital Personal Data Protection (DPDP) Act compliance, NIST AI Risk Management Framework implementation, capacity building, and healthcare AI safety.

C. WHEREAS, both Parties recognize the critical importance of fostering safe, ethical, compliant, and trustworthy Artificial Intelligence (AI) and technology adoption in healthcare and digital health delivery.

D. NOW, THEREFORE, in consideration of the mutual covenants, objectives, and promises set forth herein, the Parties agree to enter into this Memorandum of Understanding under the following terms:

ARTICLE I: PURPOSE AND OBJECTIVES

1.1 Purpose: The primary purpose of this MoU is to establish a broad, collaborative, and non-exclusive framework between TSI and GovernAI to explore and establish joint engagements in the domains of AI & Healthcare and AI Safety & Governance across India.

1.2 Objectives:

- a) To promote awareness, ethical standards, and responsible technology adoption in digital health and telemedicine.
- b) To support the implementation and promotion of Government of India's mandates and guidelines regarding AI governance and safety in healthcare.
- c) To collaborate on capacity-building initiatives, executive education, and knowledge exchange for medical professionals and healthcare stakeholders.
- d) To explore joint work in the fields of AI verification, risk benchmarking, compliance standards, and health data governance.

ARTICLE II: SCOPE OF COLLABORATION

The Parties agree to explore joint initiatives across the following four (4) core areas of engagement:

2.1 Promotion of Government of India's Mandate in AI Governance and Safety in Healthcare
Collaborating to support, promote, and align digital health practices with the Government of India's vision, missions, and regulatory guidelines on AI governance, clinical safety, and responsible technology in healthcare.

2.2 Capacity Building & Education

Exploring joint capacity-building initiatives, workshops, seminars, and educational programs related to AI safety, governance, and data protection in healthcare. Specific curricula, topics, and structures shall be determined on a project-by-project basis.

2.3 Joint Work in AI Verification, Risk Benchmarking & Compliance Standards

Working jointly to explore standards, risk benchmarking, and compliance frameworks for AI applications in telemedicine and digital health, fostering transparency, safety, and reliability in medical technology.

2.4 Health Data Protection & Data Governance

Collaborating to promote best practices in patient data privacy, ethical data management, consent mechanisms, and alignment with India's Digital Personal Data Protection (DPDP) legislation for digital health systems.

ARTICLE III: OVERALL AIM & ROLES OF THE PARTIES

3.1 Overall Aim: The overall aim of this partnership is to combine the collective expertise of both TSI and GovernAI to serve as a leading voice for Safe and Responsible Technology Building in Healthcare.

3.2 Project-Specific Roles & Responsibilities: The specific operational roles, technical contributions, resource allocations, and responsibilities of each Party shall not be fixed by this MoU, but shall be detailed and agreed upon on a project-by-project basis in individual Statements of Work (SOWs) or project agreements executed between the Parties.

ARTICLE IV: FINANCIAL TERMS & PROJECT AGREEMENTS (SOWs)

4.1 Non-Financial Baseline: This MoU represents an overarching framework of mutual intent and does not create any binding financial obligation or monetary commitment on either Party.

4.2 Statements of Work (SOW): Any specific joint program, training initiative, advisory engagement, or project requiring financial allocation or resource commitment shall be executed through a separate written Statement of Work (SOW) or Project Agreement signed by authorized signatories of both Parties.

ARTICLE V: INTELLECTUAL PROPERTY RIGHTS & CO-BRANDING

5.1 Background IP: Each Party retains sole ownership of its pre-existing Intellectual Property, proprietary methodologies, training materials, trademarks, and logos.

5.2 Joint Works: Rights, ownership, and usage licenses for any materials, whitepapers, or resources created jointly under specific projects shall be defined in the respective Statements of Work (SOWs).

5.3 Co-Branding: Neither Party shall use the name, trademark, or logo of the other Party in any public announcement or marketing material without prior written consent from the owner Party.

ARTICLE VI: CONFIDENTIALITY & DATA PROTECTION

6.1 Confidentiality: Each Party agrees to hold in confidence all non-public, technical, strategic, or business information disclosed by the other Party during the term of this MoU.

6.2 Data Protection: Both Parties shall adhere to applicable data privacy laws, including the Digital Personal Data Protection (DPDP) Act, ensuring patient privacy and data security in all joint activities.

6.3 Survival: The confidentiality commitments set forth in this Article VI shall remain in full force and effect for a duration of one (1) year following the expiration or earlier termination of this MoU, remaining binding upon both Parties after such conclusion.

6.4 Exceptions: The obligations of confidentiality set forth in this Article shall not extend to information which: (a) enters the public domain through no breach of this MoU by the receiving Party; (b) was in the possession of the receiving Party prior to its disclosure; (c) is developed independently without recourse to the disclosing Party's information; or (d) is mandated for disclosure by legal or regulatory authorities.

ARTICLE VII: TERM, RENEWAL AND TERMINATION

7.1 Term: This MoU shall come into force on the Effective Date and shall remain valid for a period of two (2) years, unless terminated earlier in accordance with Clause 7.3.

7.2 Renewal: This MoU may be renewed for further periods upon mutual written consent of both Parties prior to its expiry.

7.3 Termination: Either Party may terminate this MoU at any time by giving thirty (30) days' prior written notice to the other Party.

ARTICLE VIII: DISPUTE RESOLUTION & GOVERNING LAW

8.1 Governing Law: This MoU shall be governed by and construed in accordance with the laws of India.

8.2 Amicable Settlement: Any dispute arising out of or in connection with this MoU shall be resolved amicably through good-faith discussions between authorized representatives of both Parties.

ARTICLE IX: MISCELLANEOUS

9.1 Entire Understanding: This document constitutes the entire understanding between TSI and GovernAI regarding the broad scope of collaboration herein.

9.2 Independent Contractors: The Parties are independent contractors. Nothing in this MoU shall be construed to create a partnership, joint venture, agency, or employment relationship.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized representatives as of the date first written above.

For & On Behalf of: TELEMEDICINE SOCIETY OF INDIA (TSI) Signature Name: Dr. Sunil Shroff Title: President / Authorized Signatory Date: 2nd August 2026 Witness Signature Name: Dr. Umashankar S Title: Honorary Secretary Date: 2nd August 2026 Seal / Stamp:	For & On Behalf of: GOVERNAI OPC PRIVATE LIMITED Signature Name: Parishrut Jassal Title: Founder & CEO Date: 2nd August 2026 Witness Signature Name: Title: Authorized Signatory Date: Seal /
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