

TRIPARTITE COLLABORATION AGREEMENT

BY AND BETWEEN



KING GEORGE'S MEDICAL UNIVERSITY, LUCKNOW



**AWADH INCUBATION FOUNDATION (AIF), KMC
LANGUAGE UNIVERSITY, LUCKNOW**



**ACUITY
NEOCARE**

ACUITY NEOCARE PRIVATE LIMITED

TRIPARTITE COLLABORATION AGREEMENT

Clinical Validation, Research, Pilot Deployment, Technology Evaluation,
Innovation Support and Ecosystem Development of the

“ACUITY NEONATAL MONITORING & NEORES CLINICAL GUIDANCE PLATFORM”

This Tripartite Collaboration Agreement (“Agreement”) is executed on this ____ day of
_____, 2026 at Lucknow, Uttar Pradesh, India.

BY AND BETWEEN

1. KING GEORGE’S MEDICAL UNIVERSITY, LUCKNOW

A State Medical University established under the applicable laws of the State of Uttar Pradesh and having its principal office at Lucknow, Uttar Pradesh, India, engaged in medical education, clinical research, healthcare delivery, tertiary-care medical services, and academic advancement, hereinafter referred to as “KGMU”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its constituent colleges, affiliated hospitals, departments, administrators, successors, and permitted assigns;

2. AWADH INCUBATION FOUNDATION (AIF), KMC LANGUAGE UNIVERSITY, LUCKNOW

A Section 8 Company incorporated under the provisions of the Companies Act, 2013, functioning as an incubation, innovation, startup facilitation, and technology ecosystem support organization under/associated with Khwaja Moinuddin Chishti Language University, Lucknow, Uttar Pradesh, and engaged in incubation support, translational innovation facilitation, startup ecosystem development, technology commercialization support, institutional innovation partnerships, and entrepreneurship enablement, hereinafter referred to as “AIF”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives, and permitted assigns;

3. ACUITY NEOCARE PRIVATE LIMITED

A company incorporated under the provisions of the Companies Act, 2013, and presently operating as an incubated healthcare innovation enterprise within the innovation and incubation ecosystem facilitated by Awadh Incubation Foundation (AIF), engaged in the research, design, development, deployment, and commercialization of indigenous neonatal healthcare technologies including the “Acuity Neonatal Monitoring & NeoRes Clinical Guidance Platform”, hereinafter referred to as the “Company” or “Technology Partner”,

which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, successors, representatives, and permitted assigns.

KGMU, AIF, and the Company are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS:

A. The Company has developed an indigenous neonatal monitoring and clinical guidance ecosystem known as the "Acuity Neonatal Monitoring & NeoRes Clinical Guidance Platform" intended to support neonatal monitoring, clinical intervention assistance, neonatal resuscitation workflows, trend-based vital analysis, and technology-assisted neonatal healthcare delivery;

B. KGMU possesses advanced neonatal intensive care infrastructure, clinical expertise, tertiary-care healthcare systems, academic and medical research capabilities, and institutional competence necessary for clinical evaluation, supervised pilot deployment, validation, and healthcare research activities relating to neonatal healthcare technologies;

C. AIF, being a Section 8 incubation and innovation facilitation entity associated with Khwaja Moinuddin Chishti Language University, is engaged in enabling innovation ecosystems, startup incubation, translational healthcare innovation, institutional collaboration, technology validation support, and ecosystem-level innovation facilitation;

D. The Company is being supported/incubated within the innovation ecosystem facilitated by AIF for the purpose of enabling indigenous healthcare innovation, research collaboration, deployment facilitation, and technology ecosystem development;

E. The Parties are desirous of entering into a collaborative framework for clinical testing, validation, pilot implementation, research, ecosystem development, healthcare innovation facilitation, and potential deployment evaluation of the Acuity Neonatal Monitoring & NeoRes Clinical Guidance Platform across tertiary-care institutions, district hospitals, community healthcare systems, and associated healthcare environments;

F. The Parties acknowledge that the collaboration contemplated herein is intended to support indigenous healthcare innovation, strengthen neonatal healthcare outcomes, facilitate evidence-based evaluation, and promote translational healthcare technology ecosystems within India.

NOW THEREFORE, in consideration of the mutual covenants, undertakings, representations, and obligations set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS

Unless the context otherwise requires:

1.1 "Platform" shall mean the Acuity Neonatal Monitoring & NeoRes Clinical Guidance Platform, including associated software, dashboards, monitoring systems, interfaces, algorithms, analytics modules, and related healthcare technology components.

1.2 "Clinical Study" shall mean any approved clinical evaluation, observational analysis, pilot implementation, validation exercise, workflow assessment, or research activity conducted pursuant to this Agreement.

1.3 "Confidential Information" shall include all technical, clinical, scientific, institutional, operational, commercial, strategic, and proprietary information disclosed by any Party.

1.4 "Pilot Deployment" shall mean supervised implementation, evaluation, or deployment of the Platform within approved healthcare or institutional environments.

1.5 "Applicable Law" shall mean all laws, rules, regulations, governmental notifications, ethical guidelines, and institutional protocols applicable within the territory of India.

2. OBJECTIVE OF THE AGREEMENT

The primary objectives of this Agreement shall include:

- a. Clinical testing and validation of the Platform;
- b. Research collaboration concerning neonatal healthcare outcomes and technology-assisted intervention systems;
- c. Pilot deployment and supervised evaluation within approved healthcare environments;
- d. Development of innovation-driven neonatal healthcare ecosystems;
- e. Strengthening translational healthcare innovation initiatives;
- f. Generation of scientific, operational, and implementation evidence concerning indigenous neonatal healthcare technologies;
- g. Capacity building, training, and knowledge-sharing activities for healthcare personnel and associated stakeholders.

3. SCOPE OF COLLABORATION

The scope of collaboration under this Agreement may include, without limitation:

- a. Deployment and supervised testing of the Platform within approved KGMU departments, NICUs, hospitals, or affiliated healthcare environments;
- b. Clinical evaluation activities relating to:
 - neonatal monitoring efficiency,
 - abnormal vital parameter detection,
 - neonatal resuscitation guidance,
 - operational response optimization,

- workflow efficiency,
- nurse training enhancement,
- intervention timelines,
- and technology-assisted clinical decision support;

c. Pilot implementation across:

- tertiary-care hospitals,
- district hospitals,
- medical colleges,
- PHCs,
- CHCs,
- and rural or semi-urban healthcare systems;

d. Data-driven research, evidence generation, publications, and healthcare innovation studies;

e. Joint exploration of grants, innovation missions, public health collaborations, and healthcare ecosystem initiatives;

f. Training programs, workshops, institutional awareness activities, and healthcare capacity-building initiatives.

4. RESPONSIBILITIES OF KGMU

KGMU shall, subject to institutional approvals and applicable regulations:

- Facilitate academic and clinical supervision for approved activities;
- Provide access to approved healthcare environments, departments, clinicians, and institutional stakeholders where applicable;
- Facilitate ethical committee review processes and institutional clearances wherever required;
- Support evidence-generation and clinical evaluation activities;
- Identify participating departments, investigators, faculty members, clinicians, or healthcare personnel;
- Permit supervised pilot deployment subject to institutional policies and medical protocols;
- Facilitate academic and research collaboration concerning approved activities.

5. RESPONSIBILITIES OF AIF

AIF shall:

- Act as the innovation facilitation and incubation ecosystem coordination partner under this Agreement;
- Support incubation, innovation ecosystem development, and translational healthcare innovation facilitation;
- Facilitate institutional coordination, stakeholder engagement, and ecosystem-level collaboration activities;
- Assist in innovation outreach, documentation, reporting, ecosystem development, and deployment discussions;
- Support startup enablement, strategic facilitation, and healthcare innovation ecosystem strengthening activities;

- f. Facilitate collaboration among academic, healthcare, innovation, and startup stakeholders where required.

6. RESPONSIBILITIES OF THE COMPANY

The Company shall:

- a. Provide the Platform, associated systems, software, dashboards, hardware, analytics interfaces, and related technical components necessary for approved pilot activities;
- b. Deploy qualified technical personnel for installation, maintenance, calibration, onboarding, and operational support;
- c. Ensure operational readiness and technical support throughout approved deployment periods;
- d. Conduct training and orientation sessions for healthcare personnel where applicable;
- e. Ensure compliance with applicable healthcare technology standards, cyber security requirements, and regulatory obligations;
- f. Maintain confidentiality, technical safeguards, and secure handling of all clinical and institutional information;
- g. Provide periodic reports, operational summaries, share analytics, and implementation observations to the Parties.

7. CONFIDENTIALITY, DATA PROTECTION & ETHICAL COMPLIANCE

7.1 All patient-related and clinical information shall remain confidential and shall be handled strictly in accordance with Applicable Law, institutional policies, ethical standards, and data protection requirements.

7.2 No personally identifiable patient information shall be disclosed without lawful authorization and necessary approvals.

7.3 Ethical approvals shall be obtained wherever applicable prior to commencement of any Clinical Study.

7.4 No publication, research paper, presentation, or public dissemination relating to collaborative activities under this Agreement shall be made without prior written consent of the concerned Parties.

7.5 The Parties shall implement reasonable safeguards to prevent unauthorized disclosure, misuse, or access to Confidential Information.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All pre-existing intellectual property belonging to a Party shall remain the exclusive property of such Party.

8.2 Nothing contained herein shall be construed as transferring ownership rights in the Company's proprietary technology, software systems, algorithms, designs, trade secrets, or technical architecture to KGMU or AIF.

8.3 Any jointly developed intellectual property arising specifically from collaborative research under this Agreement may be governed through separate written agreements executed subsequently.

8.4 KGMU and AIF may utilize non-commercial research findings and academic outputs subject to prior written consent and applicable confidentiality obligations.

9. FINANCIAL TERMS

9.1 This Agreement shall not create any automatic financial liability or procurement obligation upon KGMU unless separately approved through institutional sanction, project approval, procurement process, or written authorization.

9.2 Any commercial deployment, procurement arrangement, grant funding, pilot financing, sponsored research activity, or funded project shall be governed through separate written agreements, work orders, or institutional approvals.

9.3 Unless otherwise mutually agreed in writing, each Party shall bear its own operational expenses arising from activities under this Agreement.

10. RELATIONSHIP OF THE PARTIES

10.1 Nothing contained in this Agreement shall be deemed to constitute any partnership, joint venture, agency, employment relationship, or equity participation among the Parties.

10.2 The Parties shall remain independent entities and shall act solely in their respective institutional and professional capacities.

10.3 The incubation support extended by AIF to the Company shall not be construed as creating ownership rights, liability transfer, or operational control over the Company's products or activities.

11. REPRESENTATIONS & WARRANTIES

Each Party represents that:

- a. It possesses the legal authority and institutional competence to enter into this Agreement;
- b. Execution of this Agreement does not violate any applicable law, institutional policy, or contractual obligation;
- c. Activities undertaken pursuant to this Agreement shall be conducted in good faith and in compliance with Applicable Law.

12. LIMITATION OF LIABILITY & INDEMNITY

12.1 KGMU and AIF shall not be liable for technical defects, product malfunctions, operational failures, or commercial liabilities arising directly from the Company's technology systems.

12.2 The Company agrees to indemnify and hold harmless KGMU and AIF against claims, liabilities, damages, or losses arising from:

- technology-related defects,
- negligence,
- regulatory non-compliance,
- intellectual property infringement,
- or unauthorized use attributable to the Company.

12.3 No Party shall be liable for indirect, consequential, speculative, or incidental damages arising under this Agreement.

13. TERM & TERMINATION

13.1 This Agreement shall remain valid for an initial period of Three (3) years from the date of execution unless extended through mutual written consent.

13.2 Any Party may terminate this Agreement by providing ninety (90) days' prior written notice to the other Parties.

13.3 Termination shall not affect:

- accrued obligations,
- confidentiality obligations,
- intellectual property rights,
- approved ongoing studies,
- or obligations intended to survive termination.

14. NON-EXCLUSIVITY

This Agreement is non-exclusive in nature.

Nothing contained herein shall restrict any Party from entering into collaborations, partnerships, innovation arrangements, or institutional engagements with other entities.

15. FORCE MAJEURE

No Party shall be held liable for delay or failure in performance caused by events beyond reasonable control, including but not limited to:

- natural disasters,

- pandemics,
- governmental restrictions,
- war,
- civil disturbances,
- regulatory prohibitions,
- or other force majeure circumstances.

16. GOVERNING LAW & DISPUTE RESOLUTION

16.1 This Agreement shall be governed by and construed in accordance with the laws of India.

16.2 Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved amicably through mutual discussions among the Parties.

16.3 In the event amicable resolution is unsuccessful, disputes shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

16.4 The seat and venue of arbitration shall be Lucknow, Uttar Pradesh.

16.5 Subject to arbitration provisions, courts located at Lucknow, Uttar Pradesh shall have jurisdiction.

17. NOTICE

Any notice under this Agreement shall be made in writing and delivered through registered post, courier, or electronic communication to the officially designated addresses of the Parties.

18. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding among the Parties concerning the subject matter herein and supersedes all prior discussions, understandings, communications, or representations.

Any amendment to this Agreement shall be valid only if made in writing and signed by all Parties.

IN WITNESS WHERE OF

The Parties hereto have executed this Agreement on the date and place first above written.

For and on behalf of

KING GEORGE'S MEDICAL UNIVERSITY

Name: PROF. SONIYA NITYANAND

Designation: VICE CHANCELLOR

Signature: S. Nityanand

Date: July 06/07/2026
King George's Medical University U.P.

For and on behalf of

AWADH INCUBATION FOUNDATION

Name: Prof Ajay Eanesin

Designation: V.C.

Signature: [Signature] Vice Chancellor
Khwaja Mohiuddin Chishti

Date: 06/07/2026
University, Lucknow

For and on behalf of

ACUITY NEOCARE PRIVATE LIMITED

Name: Dr. Greetanjali Srivastava

Designation: Founder - Acuity neocare pvt. ltd.

Signature: Greetanjali

Date: 06/07/2026

WITNESSES

1

[Signature]
DR. S. N. Singh
06/07/2026

2

[Signature]
Dr. Neelam Singh

3

[Signature]
Dr. Shalini Singh
6/7/26