



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding regarding the establishment of a collaborative relationship in areas of research and consultancy

Made and entered into by and between

Sivananthan Laboratories Inc. a high-tech business incubator, herein represented by **Professor Sivalingam Sivananthan** in his capacity as **Founder and Chairman of the Board of Directors of Sivananthan Laboratories Inc.** and duly authorized

(Hereinafter referred to as “**SL**” or “**Company**”)

and

UNIVERSITY OF JAFFNA

a higher education institution, herein represented by **Professor Sivakolunthu Srisatkunarajah** in her/his capacity as Vice-Chancellor of the University and duly authorized

(Hereinafter referred to as “**UOJ**”)

(Individually referred to as “**Party**” and collectively as “**Parties**”)

1. Preamble

The purpose of this Agreement is to define the basis for collaboration between the parties in areas of research and consultancy concerning:

Sivananthan Laboratories Inc.

(Address: 590 Territorial Drive, Suite H, Bolingbrook, IL 60440, US and TIN is 270891569)

and the Parties have agreed in principle

1. 1. to enter into separate Project Agreements for research and consultancy projects as required which will provide details of scope, deliverables and costs.
1. 2. that, notwithstanding the focus of this Agreement on the Field, if opportunities are identified for collaboration in other areas of common interest, those will be explored.

Now therefore the parties wish to record their understanding in writing as follows:

2. Scope of this Memorandum of Understanding

2. 1. The Parties enter into this Memorandum of Understanding (hereinafter referred to as MoU) as independent contractors and nothing herein contained shall be construed as establishing a partnership or joint venture between the parties, nor may any party profess to represent the other Party, save with the written consent of the other Party.
2. 2. The Parties retain the right to enter into contractual arrangements with third parties for the execution of specific projects. Nothing in this agreement shall be prejudicial to such arrangements.
2. 3. Except as expressly set out in this MoU, neither Party shall have any obligation to the other unless and until such obligations are set out in a Project Agreement signed by both Parties. It is understood that while this MoU constitutes a statement of mutual intentions between the Parties, it does not constitute a legally binding obligation, and except for each Party's responsibility for costs incurred arising from this MoU, any confidentiality obligations, and dispute resolution provisions and export controls, this MoU creates no rights in favour of either Party. A legally binding commitment for the proposed provision of services will result only from the signature by both parties on a Project Agreement and such agreement shall supersede this MoU.

3. Responsibilities of the Partners

Each Party will bear its own expenses and costs incurred in connection with this MoU and any due diligence and information gathering with regard to this MoU, including the negotiation and finalization of a suitable definitive agreement for the contemplated projects ("Project Agreements").

4. Confidentiality

4.1 For the purpose of this clause,

- 4.1.1 "Affiliate" means any firm, corporation, partnership, limited liability company, trust, estate, association or other legal entity (each an "Entity") directly or

indirectly controlling, controlled by, or under common control with the Company. Control, controlled, and controlling mean the power to direct or cause the direction of the management and policies of an Entity, and shall be deemed to exist if a person or Entity directly or indirectly owns, controls, or holds the power to vote fifty percent (50%) or more of the voting securities of an Entity.

- 4.1.2 "Documents" means all documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or its Affiliates and any copies, in whole or in part, thereof.
- 4.1.3 "Work of Authorship" means any original expression created or developed by the Company or an Affiliate, or their employees or consultants, or in which the Company or an Affiliate has a proprietary interest, whether protected by federal intellectual property laws or not, relating to any business or activity of the Company or an Affiliate, including, but not limited to, any advertising material, seminar and workshop material and documents, e-design, drawing, manual, product/service description, software (whether executable or not), specification, models, graphics, drawings, or other original writing.
- 4.1.4 "Confidential Information" means any sensitive, confidential, restricted, proprietary or otherwise secret Work of Authorship, Intellectual Property, or other information, whether technical or not and regardless of form, that provides, or may provide, the Company and/or an Affiliate with a competitive advantage, including, but not limited to, the business processes and practices, methods, policies and plans, publications, Documents, research and development, business operations and strategies, techniques, agreements, contracts and the terms of the same, potential transactions, negotiations, and the status of the same, know-how, trade secrets, computer programs and software, applications, operating systems, supplier information, vendor information, financial and accounting information, marketing and advertising information, pricing information, internal controls and security procedures, communications, customer information and/or lists, and other like information relating to any business or activity of the Company and/or an Affiliate. Confidential Information is the subject of efforts by the Company and/or an Affiliate to maintain in confidence, or is otherwise not generally known outside the Company or its Affiliate(s). Notwithstanding anything else contained herein, Confidential Information shall not include information that is now or subsequently becomes available to the public through no direct or indirect wrongful act or breach by the Consultant or through his direct or indirect use of Confidential Information, or that is created independently of the Company and/or Affiliate without the direct or indirect use of Confidential Information.
- 4.1.5 "Intellectual Property" means any specifications, patent, unpublished patent applications, product plans, invention, formula, algorithms, process, experimental processes, experimental results, discovery, development, design, work innovation or improvement (whether or not patentable or registrable under copyright statutes) made, conceived, or first actually reduced to practice by the Company, its agents or employees.

4. 2. The Parties hereto recognize that information, agreed or noted by the Parties to be confidential, may be passed from one Party to another for the purpose of the collaboration, and that Confidential Information may arise from the collaboration.
4. 3. Both Parties undertake to treat Confidential Information as strictly confidential, not to divulge to any third party or sell, trade, publish, reproduce or reverse engineer any of the Confidential Information, and not to put in use in any manner for any purpose unrelated to the collaboration any Confidential Information without the disclosing party having the prior written consent of the other party, except as provided by the exclusions specified in Clause 4.4 below.
4. 4. The obligation of confidentiality of clause 4.3 shall not apply to information which:
 - i. becomes known by third parties through no fault of the Parties hereto; ii. is or becomes published otherwise than by unauthorized publication in breach of this Agreement;
 - iii. is independently developed by an employee of the recipient who has not had access to any of the Confidential Information disclosed to the recipient by the other Party;
 - iv. is in the public domain;
 - v. can reasonably be demonstrated to be known to the Parties prior to disclosure under this Agreement;
 - vi. is disclosed to the Party or Parties by another party entitled to disclose the information;
 - vii. the Parties had hereto agreed to release; or viii. is required to be disclosed by Law.
4. 5. The Parties hereto shall take due precautions to ensure that their staff, students and contractors, who have a need to know Confidential Information, undertake the above obligations of confidentiality.
4. 6. Each Party may not divulge, and will pledge that any of its employees or agents do not divulge, to any person, other than the duly authorised representatives of the other Party and its own staff, and only if this is necessary for the proper rendering of the services under the Agreement, any Confidential Information arising out of the performance of, related to or discovered in the course of the performance of the services required under this agreement, without the prior written authority of the other Party.

5. Publication

5. 1. It is intended that the results of the research arising from this collaboration shall be published in accordance with normal academic practice. In order to protect the confidential information and any proprietary rights, neither Party may publish or publicly disclose the results of the research or any confidential information without the prior written consent of the other.

5. 2. The Party who wishes to publish as described in clause 5.1 shall make available to the other Party a copy of the proposed publication at least thirty (30) days in advance of the submission of the proposed publication to a third party. If the non-publishing Party determines that the proposed publication discloses confidential or proprietary information that requires protection, that Party shall notify the other party of this determination within thirty (30) days of receipt of the proposed publication. The non-publishing Party can require a delay of the publication, which shall not normally exceed three (3) months, or editing of the proposed publication, such editing not being deemed unreasonable by the Parties hereto.
5. 3. If the Party, to whom a proposed publication has been submitted made available according to clause 5.2 fails to notify the submitting Party within thirty (30) days of receipt of the publication, then the submitting Party is free to submit or present the publication.

6. Theses/Dissertations/Project Reports

Nothing in this Agreement shall prevent a registered student of either party from submitting a thesis, dissertation or project report based on results from research arising from this collaboration, for the purposes of obtaining a degree at their institution. The Parties hereto may see the draft material during the writing up period and may, within thirty (30) days of receipt, request the exclusion of confidential or sensitive information, and to correct any factual errors. If required, the examiners shall be appointed by either Party under an agreement of confidentiality between the examiners and either Party. Either Party may request that access to a thesis, dissertation or project report be restricted for a period of up to two (2) years. Such a request will not be unreasonably denied.

7. Intellectual Property

- 7.1. The ownership of background intellectual property existing prior to the commencement of the Agreement will remain unaffected hereby.
- 7.2. The rights of ownership of foreground intellectual property arising from the research associated with this collaboration will be negotiated in a separate Project Agreement for each project undertaken.

8. Dispute Resolution

8. 1. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.
8. 2. The Parties shall use all reasonable efforts to resolve any dispute that may arise under this Agreement through good faith negotiations. Each Party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.

9. Liability

9. 1. Each Party bears the liability arising out of its own negligence, wrongful act or omission, and its own breach of this Agreement.

9. 2. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage sustained by the other Party arising out of or in connection with this Agreement, and each Party releases the other from any such liability.

10. Termination

This MoU shall be effective from the date of signature of the Party signing last and continue for **three (3) years** unless terminated by either Party giving written three -month notice to the other. Such termination shall not affect Project Agreements in force at such time. This MoU can be renewed in writing on an annual basis thereafter but in no event shall the maximum term of this MoU, including all renewals, exceed ten (10) years.

11. General

11. 1. The parties do not intend that any agency or partnership relationship be created between them by this Agreement and neither Party may bind the other in any way.
11. 2. All additions or modifications to this Agreement must be made in writing and must be executed by both Parties.
11. 3. Neither Party may assign or cede any benefit, obligation or interest they may have in this Agreement to any other person without the prior written consent of the other Party.
- 11.4. Each party shall comply with all relevant laws, whether USA or Sri Lanka, governing the exports and re-exports of technical data or commodities made pursuant to this MoU.
- 11.5. Neither Party is regarded as having waived, or is precluded in any way from exercising any right under or arising out of this Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgency to, the other Party with reference to any performance of any obligation under this Agreement, or having failed to enforce, or delayed in enforcing any right of action against the other party.

12. Notices

Coordination of research projects covered by this MoU will rest upon:

For Sivananthan Laboratories Inc.

Name: **Dr. Christoph Grein**
 Title : **Executive Vice-President**
 Address: **590 Territorial Drive, Suite H, Bolingbrook, IL 60440**
 Phone: **+1 630 226 0080**
 E-mail: cgrein@sivananthanlabs.us

For the University of Jaffna

Name: **Prof. P. Ravirajan**
 Title : **Senior Professor in Physics**
 Address: **Dept. of Physics, University of Jaffna, Sri Lanka**
 Phone: **0718561715**
 E-mail: pravirajan@univ.jfn.ac.lk

The individuals identified below are designated as the primary point of contact for receiving legal notice during the term of this MOU and Projects.

For Sivananthan Laboratories Inc.**For the University of Jaffna**

Name: **Dr. Paul Boieriu**
Title: **Vice-President, Operations**
Address: **586 Territorial Drive, Ste A,
Bolingbrook, IL 60440**
Phone: **+1 630 842 0893**
E-mail: **pboieriu@sivananthanlabs.us**

Name:
Title: **Asst. Registrar/Legal & Documentation**
Address: **University of Jaffna, Sri Lanka**
Phone: **+94771506134**
E-mail: **arld@univ.jfn.ac.lk**

The individuals identified below are designated as the primary point of contact for all administrative notices during the term of this MOU and Projects.

For Sivananthan Laboratories Inc.**For the University of Jaffna**

Name: **Cynthia Deters**
Title: **Director of Administration**
Address: **586 Territorial Drive, Ste A,
Bolingbrook, IL 60440**
Phone: **+1 630 995 1702**
E-mail: **cdeters@sivananthanlabs.us**

Name: **Mr. V. Kandeepan**
Title: **Registrar**
Address: **University of Jaffna, Sri Lanka**
Phone: **0094 7723635**
E-mail: **regoffice@univ.jfn.ac.lk**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding Agreement to be executed in duplicate originals by their duly authorized representatives as of the Effective Date.

Accepted for and on behalf of

Accepted for and on behalf of

SIVANANTHAN LABORATORIES INC.

UNIVERSITY OF JAFFNA

and duly authorized

and duly authorized

Signature : 

Signature : 

Name : **Professor Sivalingam Sivananthan**

Name : **Professor Sivakolunthu Srisatkunaratjah**

Designation : **Founder and Chairman of the Board**

Designation : **Vice Chancellor**

Date : **18.08.2022**

Date : **18.08.2022**

Place : **Bolingbrook, IL, USA**

Place : **Jaffna, Sri Lanka**