



महाराष्ट्र MAHARASHTRA

○ 2026 ○

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र ८०००००३
22 JUL 2026
सक्षम अधिकारी

श्री. विनायक जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF AGREEMENT DATED 18-08-2026
BETWEEN RAJARSHI SHAHU MAHAVIDYALAYA ,LATUR (EMPOWERED AUTONOMOUS)
& METROPOLIS HEALTHCARE LTD.

001227

जोडवत-३ Annexure - 1
केवल प्रतिभाग्यासाठी Only for Affidavit

मुद्रांक विकत घेण्याचे नाव

मुद्रांक विकत घेण्याच्या रहिवासी पत्ता

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक

METROPOLIS HEALTHCARE LIMITED
4th FLOOR, EAST WING, PLOT -254 B,
'NIRAL HOUSE', DR. ANNIE BESANT ROAD
WORLI, MUMBAI - 400 030.

मुद्रांक विकत घेणाऱ्याची सही

परवाना क्रमांक : ८०००००३

मुद्रांक विक्रीचे जिम्मा / पत्ता : श्री. अशोक रघुनाथ कदम

२९०, शाईब भगत सिंह रोड, २/१५, जॉर्ज मुदन, फ्लॅट, मुंबई-४००००९.

शासकीय कार्यालयासाठी/न्यायालयासाठी प्रविष्टात वारंवार करण्यासाठी मुद्रांक
वापरार्थ आवश्यकता नाही. (शासन आदेश दि. ०९/०७/२००४) दुसरे

ज्या कारणासाठी ज्याही मुद्रांक विक्रीकरीत किंवा सहीने त्याचा वापर करण्यासाठी

मुद्रांक खरेदी घेतल्यामुळे, महिन्याला वापरणे सधनकारक आहे.

28 JUL 2026
28 JUL 2026

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) is executed on this 18th day of August, 2026, at Mumbai, Maharashtra, India,

BETWEEN

Metropolis Healthcare Limited, a company incorporated under the Companies Act, 1956, having its registered office at 4th Floor, East Wing, Plot-254 B, Nirlon House, Dr. Annie Besant Road, Worli, Mumbai – 400030, Maharashtra, India (hereinafter referred to as “**Metropolis**” or the “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), the Party of the FIRST PART;

AND

Rajarshi Shahu Mahavidyalaya ,Latur (Empowered Autonomous) , through its Department of Biotechnology, an empowered autonomous educational institution duly constituted and existing under the laws of India, having its campus at Opp. Central Bus Stand, Kaku Seth Ukka Marg, Chandra Nagar, Latur – 413512, Maharashtra, India, and having its official website at www.shahucollege.latur.org.in, (hereinafter referred to as the "Institute", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), shall be referred to as the Party of the SECOND PART.

Metropolis and the Institute are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS:

A. Metropolis is, inter alia, engaged in the business of conducting and providing a wide range of diagnostic, pathology and clinical laboratory testing services across India through its network of multi-specialty laboratories, staffed by trained and qualified professionals and equipped with advanced instrumentation, technology platforms and quality systems.

B. The Institute is an academic and research institution primarily engaged in higher education, research and development, and skill-development activities, including in the fields of biotechnology, life sciences and allied disciplines, and possesses qualified faculty, students, laboratories and research infrastructure.

C. The Parties recognize that their respective strengths in clinical diagnostics and academic research are complementary, and that formal collaboration between them can advance clinically relevant and translational research, strengthen human resource development, and create a mutually beneficial, dynamic learning and innovation ecosystem.

D. The Parties therefore wish to record, through this MoU, the broad framework, terms and mutual understanding on the basis of which they propose to explore and undertake such collaboration.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. OBJECTIVES AND SCOPE OF COLLABORATION

The Parties, through this MoU, agree to explore and, subject to mutually agreed project-specific agreements/work orders where applicable, undertake collaboration in the following areas. For each area, the respective role and contribution expected of each Party, and the benefit accruing to each Party, are set out below to ensure that the collaboration remains balanced, transparent and mutually rewarding for both the Institute and Metropolis. Collaboration is exclusively for academic, research and innovation.

1.1 Laboratory and Clinical Exposure: Providing students and faculty of the Institute structured exposure to Metropolis's clinical laboratories, diagnostic workflows and quality systems.

• Role & Contribution – *Rajarshi Shahu Mahavidyalaya , Latur (Empowered Autonomous)* :

Nominate batches of students/faculty, coordinate schedules with Metropolis, and ensure compliance with laboratory safety, biosafety and visitor protocols.

• Role & Contribution – *Metropolis*: Provide structured, scheduled access to its accredited laboratory facilities, assign qualified personnel as guides, and share an overview of standard operating procedures. Each department shall accommodate up to five (5) students at any point in time, with the overall batch size limited to a maximum of fifteen (15) students.

• Benefit to *Rajarshi Shahu Mahavidyalaya , Latur (Empowered Autonomous)*: Improves student employability and practical exposure; strengthens the Institute's industry-linkage credentials for accreditation purposes (e.g., NAAC/NBA).

• Benefit to *Metropolis*: Early identification of disciplined, well-trained candidates for future recruitment, and goodwill within the academic community.

1.2 Mentorship (Observership, Internship or Research): Placement of students for observership, internship or short-duration research assignments under the guidance of Metropolis's scientific personnel.

• Role & Contribution – *Rajarshi Shahu Mahavidyalaya , Latur (Empowered Autonomous)* :

Identify and depute suitable students, complete academic formalities, and map the internship/observership to the relevant academic credit structure.

• Role & Contribution – *Metropolis*: Assign qualified mentors, commit to a defined minimum number of internship/observership seats per academic year, and issue completion certificates. Up to ten (10) students, with a minimum batch size of five (5), may apply annually for Observership, Internship, or Research opportunities under the MedEngage program. Admission to these programs shall be subject to the selection criteria of the Organization. All research projects undertaken as part of the program shall be reviewed and approved by Metropolis.

- ***Benefit to Rajarshi Shahu Mahavidyalaya, Latur (Empowered Autonomous)*** : Formal industry mentorship strengthens student resumes and placement record, and satisfies practical-training/credit requirements of the curriculum.
- ***Benefit to Metropolis:*** A steady, low-cost pipeline of pre-trained interns familiar with Metropolis's systems and protocols.

1.3 Publication of Research Data: Joint publication of research findings arising from collaborative work in peer-reviewed journals and scientific forums.

- ***Role & Contribution – Rajarshi Shahu Mahavidyalaya, Latur (Empowered Autonomous)*** : Ensure academic and ethical rigor, timely data analysis, and contribution to manuscript preparation and review.
- ***Role & Contribution – Metropolis:*** Provide data, samples and technical inputs generated at its facilities, and contribute scientific/clinical review and co-authorship. All data generated, collected, or derived under this MoU shall remain the sole property of Metropolis Healthcare Limited (MHL).
- ***Benefit to Rajarshi Shahu Mahavidyalaya, Latur (Empowered Autonomous)*** : Enhances faculty publication record, which is material to NAAC/NIRF/API scoring, career progression, and the Institute's research reputation.
- ***Benefit to Metropolis:*** Peer-reviewed validation of Metropolis's diagnostic platforms and testing methodologies, enhancing scientific credibility.

1.4 Hands-on Training Programmes in Specialized Diagnostic Technologies: Structured training programmes covering molecular diagnostics, genomics, clinical laboratory technologies, quality management systems, laboratory accreditation (e.g., NABL/CAP), and emerging diagnostic platforms.

- ***Role & Contribution – Rajarshi Shahu Mahavidyalaya, Latur (Empowered Autonomous):*** Nominate participants, and integrate the resulting certification into the curriculum or CPD framework, as applicable.
- ***Role & Contribution – Metropolis:*** Conduct calendarized, certificate-bearing training modules at its accredited facilities, and issue completion certificates. Students may participate in advanced laboratory training and educational programs offered under the MSSU (Maharashtra State Scale University), subject to the applicable eligibility criteria and program availability. The Parties may jointly explore the development and introduction of new academic, training, or skill-development courses based on mutual interests and institutional requirements. The modalities for any future collaborative programs involving financial or revenue-sharing arrangements, if applicable, shall be discussed separately and documented through a mutually agreed written agreement, and shall not form part of this non-commercial MoU.

- ***Benefit to Rajarshi Shahu Mahavidyalaya, Latur (Empowered Autonomous)*** : Access to specialized skill training that would otherwise be costly and difficult for the Institute to develop independently.
- ***Benefit to Metropolis:*** A trained and job-ready manpower pipeline for future recruitment, and enhanced institutional goodwill/CSR value.

2. CONFIDENTIALITY AND DATA PROTECTION

(a) “Confidential Information” means any information disclosed by one Party (“Discloser”) to the other (“Receiver”), pursuant to this MoU or otherwise, in written, graphic, machine-readable or other tangible form, and marked or otherwise reasonably identified as confidential or proprietary at the time of disclosure. Confidential Information disclosed orally shall be treated as confidential only if identified as such at the time of disclosure and reduced to a written summary within 30 days thereafter.

(b) Each Party shall, for the term of this MoU and thereafter as set out below: (i) treat as confidential all Confidential Information of the other Party; (ii) use such Confidential Information solely for purposes expressly permitted under this MoU; (iii) implement reasonable procedures to prevent unauthorized disclosure, duplication, misuse or removal of such Confidential Information; and (iv) apply at least the same degree of care to protect the other Party's Confidential Information as it applies to its own confidential information of similar importance.

(c) Confidential Information shall not include information that: (i) was or becomes generally known through no fault of the Receiver; (ii) was already known to the Receiver without restriction prior to disclosure, as evidenced by its records; (iii) is disclosed with the Discloser's prior written approval; (iv) is independently developed by the Receiver without use of the Confidential Information; (v) becomes known to the Receiver from a source not under an obligation of confidentiality; or (vi) is required to be disclosed pursuant to an order of a court, regulator or other governmental authority, provided prompt advance notice is given to the Discloser to allow it to seek protective measures.

(d) Where any research, training or outreach activity under this MoU involves patient, donor or student personal or health-related data, both Parties shall ensure that such data is collected, used and stored strictly in accordance with applicable law (including the Digital Personal Data Protection Act, 2023 and applicable medical/clinical research ethics guidelines), only after obtaining valid informed consent, and, wherever feasible, in de-identified or anonymized form.

(e) Upon expiry or termination of this MoU, each Party shall return or destroy all Confidential Information of the other Party in its possession or control. The obligations of confidentiality under this Clause shall survive termination for a period of three (3) years, save that Confidential Information constituting intellectual property, trade secrets, or information required by law to be kept confidential shall remain confidential in perpetuity.

3. NON-EXCLUSIVITY

The relationship between the Parties under this MoU is non-exclusive. Both Parties, including their respective affiliates, subsidiaries and divisions, remain free to pursue other collaborations or agreements

of a similar nature with third parties. However, in respect of any specific, active research project undertaken jointly under this MoU, the faculty and students directly involved in that project shall not, during its pendency and for a reasonable period not exceeding one (1) year after its conclusion, undertake substantially the same project or research with a direct competitor of Metropolis, without prejudice to their general academic freedom to pursue other research and career opportunities.

4. GOVERNANCE AND JOINT COORDINATION

(a) The Parties shall each nominate a designated representative/coordinator who shall act as the primary point of contact for day-to-day coordination under this MoU.

(b) The Parties shall constitute a Joint Coordination Committee comprising at least two (2) nominees from each Party, which shall meet at least once every six (6) months (or as otherwise mutually agreed) to review the progress of ongoing activities under Clause 1, resolve operational issues, and approve project-specific agreements or annexures.

5. AMENDMENT TO MoU

No amendment to this MoU shall be valid unless made in writing, signed by the authorized representatives of both Parties, and expressly stating that it constitutes an amendment to this MoU.

6. TERM AND TERMINATION

(a) This MoU shall be valid for a period of three (3) years from the date of execution, and may be renewed by mutual written consent of the Parties.

(b) Either Party may terminate this MoU by giving the other Party at least sixty (60) days' prior written notice. Termination shall not affect the completion of any project-specific agreement already in progress, unless otherwise agreed.

(c) Notwithstanding termination, the Parties shall continue to abide by applicable professional ethics and codes of conduct to maintain confidentiality and protect intellectual property rights as set out in Clauses 2 and 3.

(d) Upon expiry or termination of this MoU, each Party shall, in respect of the other Party's Confidential Information and materials in its possession, act in accordance with Clause 2(e), and shall reasonably cooperate to bring any joint project to an orderly close.

7. RELATIONSHIP OF THE PARTIES

Nothing in this MoU shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties. Except as expressly set out herein, neither Party is authorized to act as agent, partner or legal representative of the other, and the Parties shall at all times remain independent of one another.

8. ASSIGNMENT

This MoU is entered into based on the professional competence and expertise of each Party. Neither Party shall assign or transfer this MoU, or any rights or obligations arising hereunder, in whole or in part, to any third party without the prior written consent of the other Party.

9. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this MoU where such failure or delay arises from causes beyond its reasonable control, including acts of government authority, riot, war, hostilities, public disturbance, strikes, pandemic or epidemic, lock-outs or other labour disputes, fire, flood, earthquake, storm, explosion, or other acts of God, provided prompt written notice is given to the other Party and performance resumes as soon as reasonably practicable.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This MoU and any collaboration undertaken under it shall be governed by the laws of India. The Parties shall first attempt to resolve any dispute arising hereunder amicably through the Joint Coordination Committee referred to in Clause 5. Failing such amicable resolution within thirty (30) days, the dispute shall be subject to the exclusive jurisdiction of the courts at Mumbai, Maharashtra.

11. ANTI-CORRUPTION

Each Party agrees, in respect of activities undertaken pursuant to this MoU, to comply with all applicable anti-corruption laws in India, including the Indian Penal Code, 1860, the Prevention of Corruption Act, 1988, the Benami Transactions (Prohibition) Act, 1988, and the Prevention of Money Laundering Act, 2002, and any other applicable laws (collectively, the “Legislation”). Each Party shall ensure that its representatives engaged in implementing this MoU are aware of and comply with the Legislation.

12. COSTS

Neither party shall be under any financial obligation unless mutually agreed in writing under a separate project-specific agreement. This MoU does not create any commercial relationship or financial commitment between the Parties.

13. GENERAL

(a) Any statutory permissions, licenses or approvals required for a Party to perform its obligations under this MoU (including any relating to research ethics, biosafety, or data protection) shall be obtained and maintained by that Party at its own responsibility.

(b) Collaboration under this MoU is subject to each Party's internal policies and approvals. Any specific programme may be modified, suspended or withdrawn by either Party upon reasonable prior written intimation to the other, without liability, save for commitments already accrued.

(c) Any equipment, materials or assets specifically purchased or created for a joint project shall be dealt with as recorded in the relevant project-specific agreement, and, absent such agreement, shall not be

alienated, transferred or disposed of by either Party without the prior written consent of the other, to the extent the other Party has a recorded interest in such assets.

(d) Each Party shall be responsible for any loss, damage or expense caused to the other Party as a direct result of its (or its personnel's) negligence, breach of applicable law, or breach of this MoU, to the extent of such Party's proportionate responsibility.

14.EXECUTION

This MoU is executed in duplicate, with each copy constituting an original and having equal legal validity.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Memorandum of Understanding as of the day and year first above written.

**For Rajarshi Shahu Mahavidyalaya ,Latur
(Empowered Autonomous)**

For Metropolis Healthcare Limited

Dr. Mahadev Gavhane

Designation:

Principal

Dr. Kirti Chadha

Designation:

Chief Scientific & Innovation Officer

**For Rajarshi Shahu Mahavidyalaya ,Latur
(Empowered Autonomous)**

Dr. Sachin Kulkarni

Designation:

Head, Dept of Biotechnology, Nodal officer.