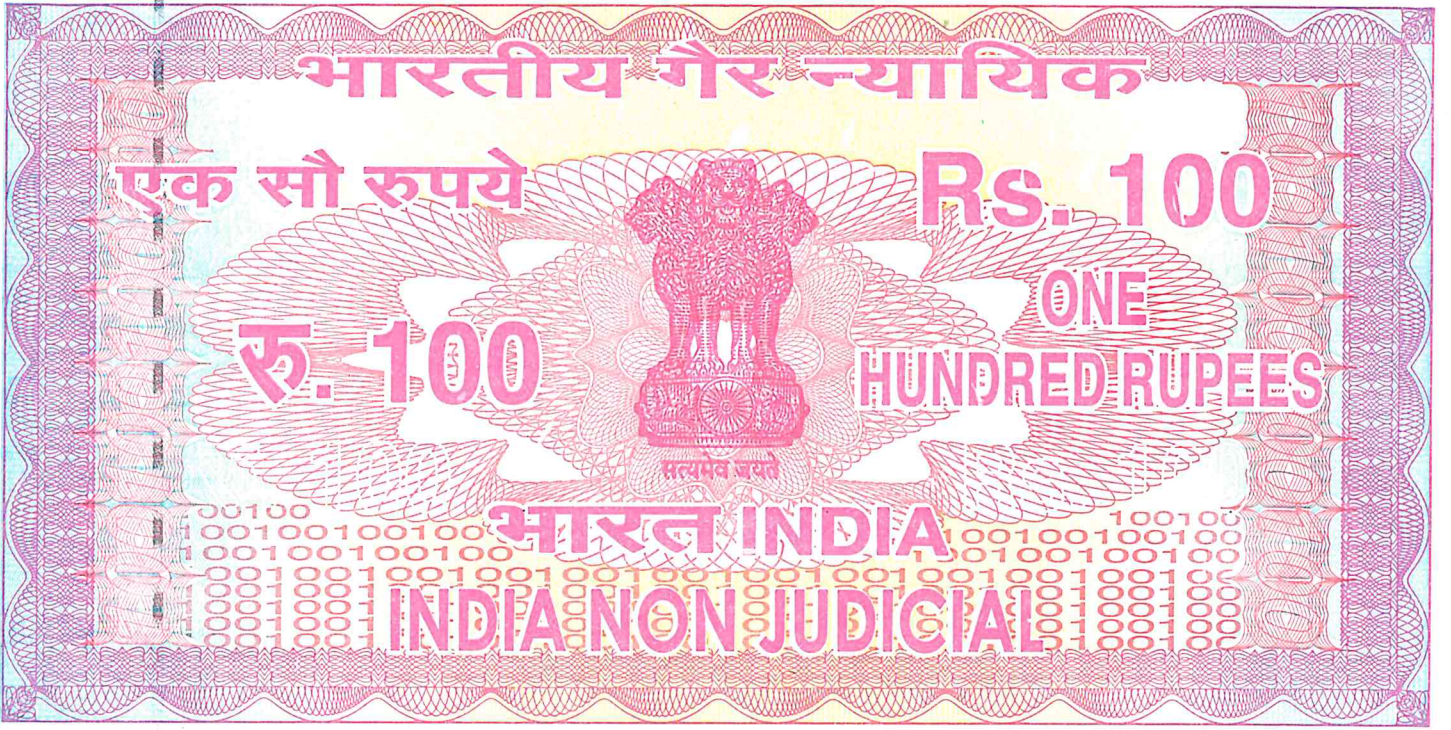
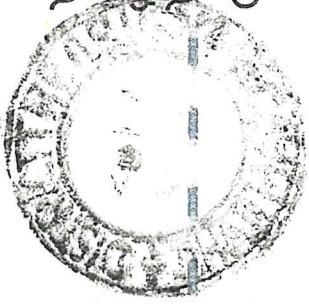




தமிழ்நாடு தமில்நாடு TAMILNADU



02 OCT 2021

LifeCell International Private Limited
No.26, Vandalur Kelambakkam Main Road,
Keelakottaiyur, Chennai - 600 127
Phone : +91-44-4744 5353

CM 111302

G. Elumalai

G. ELUMALAI
STAMP VENDOR
L. No: 27/2010 Ch(S)
30, Kalainger Street, Pammal,
Chennai - 75, Cell: 9444429318.

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SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING

This Supplementary Memorandum of Understanding is entered on this the 7th day of February, 2022

BETWEEN

LIFECCELL INTERNATIONAL PVT. LTD., a Company incorporated under the Companies Act, No. 16, Vijayaraghava Road, 1 Lane, T. Nagar, Chennai, represented by its Chief Executive Officer & Executive Director Mr. Ishaan Khanna, hereinafter referred to as "LifeCell".

AND

[Signature]
REGISTRAR
Vellore Institute of Technology (VIT)
(Deemed to be University under section 3 of UGC Act, 1956)
Vellore-632 014, Tamil Nadu, India



VELLORE INSTITUTE OF TECHNOLOGY, an University under Sec. 3 of the UGC Act, Vellore – 14, represented by its Registrar, Mr. K. Sathiyarayanan, hereinafter referred to as "VIT".

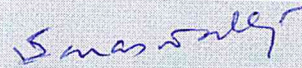
The Parties hereto entered into a Memorandum of Understanding on 16th March, 2021. In continuation thereof, both parties have agreed to certain additional terms as detailed hereinbelow to which both parties agree.

TERMS :

1. Both parties shall adhere to their mutual obligations morefully contained in the MOU dated 16th March, 2021 and the terms contained herein are in addition to such obligations.
2. Both parties affirm that they have necessary approvals from their respective organisations to enter into this Supplementary MOU.
3. VIT shall be entitled to extend academic courses by virtue of the said MOU in any mode, namely, online, offline, open, distance.
4. VIT shall be entitled to extend such academic courses content as may be mutually agreed between the parties, including and not limited to admission procedure, eligibility, syllabus, duration, examinations, successful completion criteria.
5. VIT shall at all times during such courses maintain necessary UGC approvals.
6. LifeCell shall extend its assistance in conducting such academic courses by extending its faculty and technical support as may be required.
7. Through this Supplementary Memorandum, VIT permits LifeCell to use VIT' logo along with that of GeneAcademy's, Gangaram hospital's name and logo in its (GeneAcademy) website for publishing and promotion. VIT permits LifeCell use the logo and name for printing in GeneAcademy's promotional materials.

8. GeneAcademy may promote the programmes under the name of LifeCell and/or GeneAcademy.
9. LifeCell hereby confirms that it has a valid agreement with Sir Gangaram Hospital for rendering their services as part of the Agreement and this Supplementary Memorandum.
10. LifeCell shall not at any time advertise and present media communication in any form or manner of any of their obligations under this as well as MOU dated 16-03-2021 without prior written consent of VIT.
11. It is mutually agreed that the decision of VIT shall be final and binding in respect of all the matters hereto.

In witness whereof both parties have subscribed their signatures on the date stated hereinabove at Vellore

 	 REGISTRAR Vellore Institute of Technology (VIT) (Deemed to be University under section 3 of UGC Act, 1956) Vellore-632 014, Tamil Nadu, India
LifeCell	VIT
	 Dean, SBST
Witness 1	Witness 1
	 Dr. Radha Saraswathy Coordinator
Witness 2	Witness 2

To

LifeCell International Private Limited
No.16, Vijayaraghava Road, I Lane,
T.Nagar, Chennai - 600017

Dear Sir,

Sub: Proposals of fee schedule for the Genetics course offered and agreed

LifeCell International Private Limited through its GeneAcademy ("LifeCell") and the Vellore Institute of Technology ("VIT") has agreed for conducting Genetics related courses as a joint programme as per the scopes agreed through a Memorandum of Understanding ("MoU") dated 7th February, 2022.

Course fee is agreed as per the schedule to this letter. Accordingly, VIT shall charge and collect the course fee from the candidates prior to the course start date, deduct its portion of the fees and pay LifeCell's entitlement within 7 days from the date of receipt of course fees with statutory deductions.

Revision of fees or introduction of additional programme shall be as per the mutual decision.

For Vellore Institute of Technology

We, hereby agree and accept the proposed fee schedule and terms of payment.

For LifeCell International Private Limited


Name : **Dr. K. Sathiyarayanan, FRSC**
Designation : **Registrar**
Place : **Vellore Institute of Technology (VIT)**
Date : **VIT**
Vellore - 632 014, Tamil Nadu, India
16/2/2022