THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Memorandum of Understanding
between
The Board of Trustees of the University of Alabama
for
The University of Alabama at Birmingham
and
Dr. Patnam Mahender Reddy
Institute of Medical Sciences

This Memorandum of Understanding (this "Memorandum") is made between the Board of Trustees of the University of Alabama for the University of Alabama at Birmingham ("UAB") in Birmingham, Alabama, USA and Dr. Patnam Mahender Reddy Institute of Medical Sciences ("Dr. PMRIMS") in Chevella, Hyderabad, Telangana, India. UAB and Dr. PMRIMS, each a "Party" and together, the "Parties."

ARTICLE 1: PURPOSE

The Parties hereby establish a formal affiliation for the purpose of enhancing the relationship between the Parties through the promotion and development of collaborative research programs, academic and cultural exchange programs and other cooperative activities and assistance in areas of mutual interest and benefit. The Parties anticipate that such activities may include any or all of the following:

1. Exchange of academic staff and researchers,
2. Exchange of students: (Please note that a separate Agreement on Student Exchange is required through the UAB Education Abroad Office.)
3. Collaborative research,
4. Exchange of documentation, research materials, publication and information in fields of mutual interest,
5. Development, organization and hosting of joint academic and cultural symposia, conferences, workshops and meetings,
6. Exchange of information, advice and assistance relating to areas of mutual interest including, but not limited to, research activities, obtaining grants and funding, technology transfer and research commercialization, development of educational and training programs, staff retention, and long-range planning and institutional development, and
7. Other activities of mutual benefit for the Parties.

ARTICLE 2: TERMS AND CONDITIONS OF PROGRAMS AND ACTIVITIES TO BE EVIDENCED IN FUTURE WRITTEN AGREEMENTS

All future programs and activities shall be subject to the approval of each Party, the availability of appropriate financial and administrative support and compliance with all applicable laws and regulations and each Party's policies. Each program and activity meeting these criteria shall be evidenced in a separate written agreement, executed by a duly authorized representative of each

Party and shall describe all of the terms and conditions relating to the program or activity and its implementation, including all financial obligations. The separate written agreements must also set forth all names (i.e. full names and any aliases) and contact information of the exchange faculty members, researchers, and research trainees coming to UAB from Dr. PMRIMS, so UAB research security screenings can be performed prior to their arrival at UAB.

ARTICLE 3: EFFECT OF THIS MASTER AGREEMENT

This Memorandum is a master agreement and describes the arena for future projects and relationships between the Parties. It is not intended to contain any specific information regarding the terms and conditions of any intended or anticipated programs and activities between the Parties and specifically excludes the grant of any benefit to, or the imposition of any obligation on, any Party.

ARTICLE 4: TERM AND EARLY TERMINATION

This Memorandum shall become effective on the date of signature by the last Party to sign (the "Effective Date") and shall continue for a term of five(5) years. Thereafter, it may be renewed for additional terms upon the written consent of both Parties and upon such terms and conditions as agreed to by the Parties at the time of renewal.

Either Party may terminate this Memorandum at any time upon giving at least ninety (90) days prior written notice to the other Party. There shall be no penalty payment due upon the early termination of this Memorandum.

ARTICLE 5: EFFECT OF EXPIRATION OR EARLY TERMINATION

If, at the expiration of the initial or any subsequent renewal term, the Parties do not agree to renew this Memorandum, or upon the early termination of this Memorandum, all of the current programs and activities shall be terminated as soon as reasonably practiced and upon terms agreed to between the Parties. All separate agreements evidencing such programs and activities shall continue in full force and effect until the cessation of the program or activity in accordance with the terms and conditions agreed to between the Parties.

ARTICLE 6: TERMS OF FUTURE AGREEMENTS

Each agreement which is subsequently entered into by the Parties to evidence a future program and activity shall contain sufficient information to fully describe the specific relationship between the Parties in connection with that specific program or activity and shall fully describe the benefits and obligations of each Party. In particular, each such agreement shall address at least the following issues:

1. Each agreement shall specify the term of the program or activity but shall also reference that program or activity shall cease as soon as reasonably practicable and as agreed to between the Parties in the event this Memorandum expires or is terminated early.
2. Each agreement shall contain provisions substantially similar to those contained in Article 7 of this Memorandum. In addition, each agreement shall contain appropriate export control clauses, an appropriate force majeure clause, and an intellectual

property clause, which shall address, if appropriate, the development, ownership and use of any intellectual property created by the Parties.

3. Each party shall appoint its own representative with respect to each program or activity who shall be directly responsible for overseeing the implementation and operation of the program or activity and who shall act as the main point of contact with respect to that program or activity.
4. The Parties shall review the activities proposed to be undertaken and shall include appropriate provisions addressing the following issues: risk of loss, responsibility for the acts and omissions of its employees, officers, directors faculty and students with respect to the activities proposed to be undertaken, determining the necessity for and amount of insurance coverage with respect to the activities proposed to be undertaken, notification of the occurrence of events or incidents related to the activities proposed to be performed that could give rise to a claim against the other Party, and provisions that address applicable governing law, jurisdiction and venue in the event claims arise from the activities proposed to be undertaken.
5. The Parties will acknowledge that UAB is a state agency and cannot waive the sovereign immunity conferred upon it by Article 1, Section 14 of the Alabama Constitution. Accordingly, UAB cannot agree to be subject to the laws or legal process of a jurisdiction other than the State of Alabama. The exclusive forum for asserting a claim against UAB is the Alabama State Board of Adjustment.

ARTICLE 7: MISCELLANEOUS

1. This Memorandum does not restrict either Party from engaging in the same or similar activities with any third party.
2. This Memorandum benefits only the Parties and their permitted assigns.
3. This Memorandum may only be amended in writing upon approval of both Parties.
4. This Memorandum may not be assigned (by operation of law or otherwise) or otherwise transferred by either Party, in whole or in part, without the prior written consent of the other Party.
5. The relationship created between the Parties pursuant to this Memorandum is that of independent contractor. Neither Party has the authority or right to act on behalf of the other Party or to bind the other Party.
6. Neither Party shall use the name of the other Party or any of its officers, employees, or agents in connection with any press release, advertising, promotional literature nor any other publicity matters, without the prior written consent of the other Party. Notwithstanding this restriction, each Party may use the name of the other Party in general and informational listings and as otherwise required by applicable law.
7. No waiver of a provision, breach or default shall apply to any other provision or subsequent breach or default or be deemed continuous.
8. Any notice required or permitted under this Memorandum shall be delivered by hand, by overnight courier, or by each Party's national postal service and shall be sent to the address set forth below the signature of each Party and as such address may be amended from time to time in accordance with this Memorandum. Delivery shall be deemed effective upon receipt, if delivered by hand or by overnight courier and within fifteen (15) days if mailed.
9. This Memorandum shall continue in full force and effect, exclusive of any provision

deemed to violate applicable law.

10. This Memorandum may be executed in counterparts, all of which together shall constitute one agreement.

The Parties have executed this Memorandum by their respective duly authorized representatives.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Sign: _____

Name: Amy Ellis

Title: Assistant VP & Controller

Date: 20-Nov-2026
Day Month Year

UAB Contract # 283648

Address for Notices:
University of Alabama at Birmingham
Graduate School and Global Affairs
Attention: Justin Lampley
Director, Global Affairs Mailing: 1720 2nd Ave. SL 248
Courier: 917 13th Street South |
Birmingham, AL 35294-0014 USA
Telephone: (205) 934-8046
E-mail: jlampley@uab.edu

DR. PATNAM MAHENDER REDDY INSTITUTE OF MEDICAL SCIENCES

Sign: P V Nagesh Babu (Nov 21, 2026 04:46:39 GMT+5.5)

Name: P V Nagesh Babu

Title: General Manager

Date: 21-Nov-2026
Day Month Year

Addresses for Notices:
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Institute of Medical Sciences
Attention:
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Telangana-501503, INDIA
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