

DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”), effective as of the date of the last signature below (“Effective Date”), is by and between The University of Texas M. D. Anderson Cancer Center, an institution of The University of Texas System and an agency of the State of Texas, with an address at 1515 Holcombe Boulevard, Houston, Texas 77030 (“Provider”), and S-VYASA University, with an address at No. 19, EknathBhavan, Gavipuram Circle, KG Nagar, Bengaluru 560019 (“Recipient”) (collectively, the “Parties”; each, a “Party”).

RECITALS

Provider maintains certain data as described on Exhibit “A” attached to this Agreement and incorporated herein by reference (“Data”), and Provider is willing to make such Data available to Recipient for the purposes of Data extraction (“Purpose”), pursuant to the terms of this Agreement.

In consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Data

The Data contains information acquired from Provider’s patients or study participants and is intended to constitute fully de-identified data.

B. Permitted Uses And Disclosures

1. Recipient agrees to limit the use and disclosure of the Data solely for the Purpose and as permitted by this Agreement.
2. Recipient shall not disclose Data to any person or party other than the Receiving Individual identified hereunder without Provider’s prior written consent.

C. Assurances

1. Recipient shall not use or further disclose the Data other than to carry out the Purpose or as otherwise required by law.
2. Recipient shall use appropriate safeguards to prevent use or disclosure of Data other than as permitted by this Agreement.
3. Recipient shall immediately report to Provider any use or disclosure of Data not provided for by this Agreement of which Recipient becomes

aware.

4. Recipient will inform Provider Scientist of the results of the Purpose related to the Data, including but not limited to final HRV calculations, by personal written communication or by providing Provider Scientist with a draft manuscript describing such results.
5. Recipient agrees that Recipient may not publish any results from the use of the Data without prior written approval from Provider Scientist. Recipient agrees that any publications resulting from the use of the Data will include Recipient Scientist as co-author.

E. Term and Termination

This Agreement shall be effective as of the Effective Date and shall remain effective for one (1) year. The Parties may extend the Agreement term upon written amendment, and either Party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other Party. Upon expiration or termination of this Agreement for any reason, Recipient shall, as requested by Provider, destroy or return all Data provided pursuant to this Agreement.

F. Notices

Any notice permitted or required as provided for herein shall be in writing and to the contact and address as noted below or as may be provided by either party to the other in writing from time to time.

Notice to Provider shall be to:

The University of Texas
M. D. Anderson Cancer Center
7007 Bertner Ave.
Legal Services, 1MC11.3433
Attn: Chief Legal Officer
Houston, TX 77030
Phone: (713) 745-6633; Facsimile: (713) 745-6029

With a copy to:

The University of Texas
M. D. Anderson Cancer Center
7007 Bertner Avenue, Unit 1676
Office of Research Administration

Attn: Associate VP, Research Administration
Houston, TX 77030
Phone: (713) 792-3672; Facsimile: (713) 792-7455

Notice to Recipient shall be to:

S-VYASA (a Deemed to be University)
No. 19, EknathBhavan, Gavipuram Circle
KG Nagar, Bengaluru 560019
Office of Registrar
Attn: Registrar
Phone: (91) 80 22639998; Facsimile: (91) 80 26608645

With a Copy to:
S-VYASA (a Deemed to be University)
No. 19, EknathBhavan, Gavipuram Circle
KG Nagar, Bengaluru 560019
Office of Research Administration
Attn: Director of Research
Phone: (91) 80 22639983; Facsimile: (91) 80 26608645

G. Inadvertent Disclosure of PHI

In the event Protected Health Information (“PHI”), as defined by the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, is inadvertently disclosed to Recipient by Provider in connection with this Agreement, Recipient will immediately notify the Provider and will return or destroy such PHI, in accordance with the Provider’s instructions. Pending return or destruction of any PHI, Recipient shall maintain the confidentiality of all Data (including the PHI) and use appropriate safeguards to prevent access to, use, or disclosure of Data (including the PHI).

H. Miscellaneous

1. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of Provider.
2. This Agreement, including Exhibit “A”, constitutes the entire and only agreement between the parties relating to Data, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

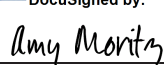
3. For the purposes of this Agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind nor to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

This Agreement is executed in multiple counterparts by the duly authorized representatives set forth below.

S-VYASA University

By: 
Name: Dr. HR Nagendra
Title: Chancellor
Date: June 22, 2020

**THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER**

DocuSigned by:
By: 
Name: Amy Moritz
Title: Assistant Director, Research Administration
Date: 6/29/2020

Recipient Scientist:


Sharma Manjunath N.K.

Provider Scientist:

DocuSigned by:

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Lorenzo Cohen
6/29/2020



EXHIBIT “A” - Data

Raw HRV (heart rate variability) output data.