हरियाणा HARYANA T 994757

Memorandum of Understanding

Between

Pt. B.D. Sharma University of Health Sciences, Rohtak (India)

And

British Association of Physicians of Indian Origin

This Memorandum of Understanding (MoU) is entered into on the July 15, 2018 between Pt. B.D. Sharma University of Health Sciences, Rohtak (hereinafter called UHSR), Haryana, India and British Association of Physicians of Indian Origin (hereinafter called BAPIO).

Pufpose

a) This agreement supports the common aim of promoting professional excellence and leadership amongst the Medical Teachers with the purpose of improving teaching, patient care, research and knowledge exchange.

b) In pursuance of this objective, the MoU aims to facilitate training of the Medical Teachers in various specialties at UHSR for enhancing their skills, knowledge and experience in the United Kindgom and thereafter return to UHSR.

Undertakings by UHSR

a) UHSR shall endeavour to identify appropriate doctors who wish to pursue training in the UK under the Medical Training Initiative (MTI) scheme or under any other appropriate scheme as applicable from time to time.

b) The Vice-Chancellor of UHSR shall recommend appropriate Physicians in various specialties after assessing the institutional needs, caliber and inclination of the said candidates for screening and short term placement by BAPIO in the United Kingdom training program.

c) UHSR shall offer appropriate active support by way of local hospitality and travel between Delhi and Rohtak to the team from BAPIO and the accompanying representatives from Health Education England (HEE) or National Health Service (NHS) Trust in facilitating the process of selection and initial induction process of the nominees at Rohtak.

d) UHSR shall encourage the short listed/ selected candidates in acquiring registration from appropriate Regulatory Body/ Council in India.

e) UHSR shall endeavour to provide accommodation to the faculty and students visiting from UK on exchange program for academic and research initiatives.

f) UHSR shall ensure that the Teachers who are sent for the training in UK under the above said Scheme have to execute a surety bond to serve the University upon return to India.

Undertakings by BAPIO

a) BAPIO will endeavor to work in partnership with UHSR in India – it will expect all potential trainees to receive a recommendation from the Vice-Chancellor of UHSR prior to being considered for placement in the UK. BAPIO team after short listing will undertake a formal interview process in accordance with the UK recruitment procedure to select the teachers.

b) BAPIO in collaboration with HEE shall make arrangements for placement of the successful nominees in a specialty in various hospitals under different NHS Trusts for appropriate training.

c) BAPIO shall ensure that NHS Trust team provides support in areas of employment and professional issues, including mentoring and introducing to social networking to familiarize with the local conditions.

d) BAPIO shall identify suitable Physicians in the UK to mentor these candidates while they are placed in the UK so that they are able to learn and work to achieve their chosen career aspirations.

e) BAPIO shall be responsible for induction of doctors recruited from India.

f) While working in UK, the Teachers shall be paid the remuneration by the UK authorities and UHSR shall not pay any remuneration during this period.

g) BAPIO shall endeavourthat following completion of training, the Teacher returns to UHSR.

h) BAPIO will identify specialists who would be willing to contribute to the UHSR curriculum teaching in different specialties, focusing on soft skills and governance. This will provide added value and make the potential candidates ready to come to the U.K.

Resources:

BAPIO and UHSR shall reach mutual agreement relevant to the commitment from time to time that requires resources.

Liaison and negotiation:

BAPIO and UHSR shall constitute a Coordinating team with a Nodal Officer from each side to represent their respective organizations.

The BAPIO team shall comprise of :

- President BAPIO
- Secretary General BAPIO and BAPIO Training Academy – Nodal Officer

The UHSR team shall comprise of :

- Vice-Chancellor, UHSR, India
- Registrar, UHSR, India – Nodal Officer

The Vice-Chancellor of UHSR shall be assisted by –

1. Dean Acad. Affairs
2. Dean PGIMS
3. Dean, Faculty of respective Medical and Surgical Sciences

Authorization of use of materials:

BAPIO and UHSR shall agree to the use of their respective logo and other educational materials for promotion purposes or during the training events.

Period:

The MoU shall initially be valid for a period of five years from the date of its signing. During the period of validity, the MoU can be modified, or amended at any time by both the parties i.e. BAPIO and UHSR with mutual consent.

Dispute resolution and termination:

Both parties shall agree to appoint a Nodal Officer for overseeing the implementation of the agreement and working out appropriate details. For any reasons, in the case of any unforeseen circumstances if it is felt that agreement may be frustrated, efforts shall be made

to settle disputes through Arbitrator. The Arbitrator shall be appointed with the mutual consent of both the parties. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.

In the event of no mutual consent, the matter shall be referred to the Arbitrator at Rohtak as per the Arbitration and Conciliation Act of India.

Jurisdiction:

This agreement shall be governed **by the laws of the India**.

Agreement signed on 15-07-2018 (Date)

Signature _____

Name :**Prof. (Dr.) H.K. Aggarwal**
Registrar, Pt. B.D. Sharma
University of Health Sciences,
Rohtak.
registrar.uhsrohtak@gmail.com

Signature _____ 15/7/18

Name: Prof PARAG SINGHAL
Secretary General, BAPIO &
BAPIO Training Academy

Witness (Name & Designation):

UHSR

1. _____
Dr Ashlaw K Yadav
Dean Academic Affairs
UHS, Rohtak

BAPIO

1. _____
Prof. Keshav Singhal MBE
Chair Bapio (Wales)

2. _____
Dr. Sanjay Tawar
Principal
PGIDS Rohtak

2. _____
DWS MCCRADIE

3. _____
Dr SARITA MAGO.
Sr Prof Radiodiagnosis
PGIMS Rohtak

3.

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-DL01988933503 99Q
Certificate Issued Date	:	19-Mar-2018 03:40 PM
Account Reference	:	IMPACC (IV)/ dl777003/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL77700307362603034500Q
Purchased by	:	THE GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
Second Party	:	Not Applicable
Stamp Duty Paid By	:	THE GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

.....Please write or type below this line.....

Sub-grant Agreement

between

George Institute for Global Health, India

("TGI India")

and

Pandit Bhagwat Dayal Sharma University of Health Sciences, Rohtak

("Pt. B.D.Sharma UHS, Rohtak")

Study Name: Innovative M-health led Participatory Approach to Comprehensive Screening and Treatment of Diabetes (IMPACT Diabetes)

George Institute for Global Health, India (TGI India) is a registered not-for-profit health and medical research organisation in India, and undertakes research with a focus on health and medical research on the leading causes of death and disability, especially chronic and non-communicable diseases and injury, to transform policy and practice and health outcomes for people, and developing effective and affordable solutions for the healthcare challenges of the 21st century, especially in resource-poor environments.

TGI India is collaborating with Pandit Bhagwat Dayal Sharma University of Health Sciences, Rohtak (hereinafter referred to as UHS Rohtak) for the implementation of the study entitled ***"Innovative M-health led Participatory Approach to Comprehensive Screening and Treatment of Diabetes (IMPACT Diabetes)"*** in Rohtak, Haryana. This project proposes the development and evaluation of a novel diabetes management program that utilizes the existing non-physician healthcare workers and uses technology (mobile tablet based clinical decision support system (CDSS)) for early detection of diabetes, management and prevention of its complications in individuals aged 30 years and above with diabetes. This intervention phase of the project is planned for 9 months and will be primarily led by ASHAs (accredited social health activists) in the selected intervention areas who would be trained and will screen the community members in the urban areas for high risk of diabetes using a tablet based CDSS that would be provided to them by TGI India. All screened positive patients will be confirmed through a camp that would be organized by TGI India and UHS, Rohtak within the community. ASHAs will further refer the confirmed cases to the doctor for proper management. TGI India has received grant funding for IMPACT Diabetes study and by way of this agreement, is giving a sub-grant to UHS Rohtak to implement a part of the study.

This sub-grant is subject to the following terms and conditions:

1) Sub-Grant Period

Sub-Grant funds are available beginning 15th September 2018 to 14th December 2019.

2) Budget

To enable implementation of the study, TGI India will give a sub-grant of INR 4,56,650.

S. No.	Budget Heads	Number of units	Unit cost/month	Total cost/month	Total period (months)	Amount
A. Travel						
1	Local travel for project team	1	18000	18000	15	270,000
B. Meetings						
2	ASHA and doctor feedback meetings	6	5000			30,000
3	Visit of National/ International Delegates/ Guests	4	5000			20,000
C. Communication and Office Material						
4	Phone call and data plans	1	400	400	15	6,000
5	Broadband connection for office	1	1000	1000	15	15,000
6	Photocopy and printing	1	2000	2000	15	30,000
7	Office furniture			20000		20,000
D. Others						
8	Chartered accountant consultation (if required by TGI India)	1			10000	10,000
	Total					401,000
E. Overheads						
9	Overheads to cover administrative expenses at UHS Rohtak (15% on expenses other than furniture and CA fee)					55,650
Total in INR						456,650

The above mentioned funds shall be disbursed by TGI India on a quarterly basis. The first instalment shall be disbursed upon signing this agreement and the rest of the instalments shall be disbursed upon receipt of utilisation report of the previous instalment. Any taxes, duties and government charges (including related interest or penalties) payable in respect of this Agreement or any instrument created in connection with it must be paid by UHS Rohtak.

Bank Details to which sub-grant funds will be transferred:

Name of account holder	SMART HEALTH EXTEND PROJECT
Name of Bank	State Bank of India
Branch address	Medical College Rohtak
Account No	000000036112716635
IFSC Code	SBIN0004735

3) **Activities**

UHS Rohtak agrees to contribute in conducting the study and support the implementation of the following key project activities:

a) Approval by UHS Rohtak's Institutional ethics committee.
b) Development of the training materials for ASHAs and Doctors with translation into Hindi.
c) Review of IMPACT Diabetes & SMART Kidney application
d) Selection of urban areas for usual and extended care, in collaboration with district administration
e) Training of eight ASHAs and two Doctors on the use of IMPACT Diabetes and SMART Kidney application
f) Opportunistic screening of the community members by eight ASHAs involving the measurement of blood pressure, blood glucose, height, weight, waist circumference and hip circumference (100 per ASHA)
g) Conducting the baseline HBA1c and Serum Creatinine testing of the community members by a National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited lab
h) Nine months of IMPACT Diabetes implementation in the selected extended care areas by 4 ASHAs and working under 2 different PHCs
i) Follow-up of all individuals identified as being at high risk completed in the extended care approach
j) In-depth interviews and focus group discussions of district health administrators, doctors, ASHAs and a broad range of community members.
k) Conducting the end-line HBA1c testing of the community members by an NABL accredited lab

4) **Publications**

UHS Rohtak must not publish any aspect of the Project unless it gives a draft to TGI India at least 45 days before proposed publication. If TGI India approves, UHS Rohtak may make the publication, but if TGI India requests, UHS, Rohtak must amend the draft to protect TGI India's Confidential Information or Intellectual Property before re-submitting the draft to TGI India for approval. UHS Rohtak may use and present information concerning the project for purposes of internal training, education, evaluation or discussion without TGI India's approval.

5) **"Intellectual Property Rights"** means all present and future intellectual and industrial property rights conferred by statute, common law, or in equity and wherever existing, including: (i) patents, inventions, designs, copyright, trade-marks, brand names, product names, domain names, technology

systems, clinical decision support systems, programs and reports for healthcare management, know-how, trade secrets, and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration; (ii) any application or right to apply for registration of any of these rights; (iii) any registration of any of those rights or any registration of any application referred to in (ii); and (iv) all renewals, divisions and extensions of these rights

"Material" means documents, records, software (including source code and object code), programs, algorithms, technology systems, clinical decision support systems, programs and reports for healthcare management, goods, images, information and data stored by any means including all copies and extracts of the same.

"Existing Material" means all Material in existence prior to the subgrant commencement date that is (i) incorporated in, (ii) supplied with, or as part of; or (iii) required to be supplied with, or as part of; the Research Material, but excludes TGI India Material

"Research Material" means all Material, excluding TGI India Material, that is (i) brought into existence for the purpose of the projects funded by this Agreement; (ii) incorporated in, supplied or required to be supplied along with the Material referred to in (i); and (iii) copied or derived at any time from the Material referred to in (i) and (ii);

"TGI India Material" means any Material: (i) provided by TGI India to UHS Rohtak for the purposes of this Agreement; or (ii) copied or derived at any time from the Material referred to in (i).

5.1. Existing Material

This clause does not affect the ownership of any Intellectual Property Rights in any Existing Material.

5.2. Research Material

UHS Rohtak acknowledges that any Intellectual Property Rights and title in relation to the Research Material will vest, upon creation, in TGI India.

5.3. TGI India Material

(a) UHS Rohtak acknowledges that any Intellectual Property Rights and title in relation to TGI India Material remains vested at all times in TGI India.

(b) TGI India grants to UHS Rohtak a revocable, royalty-free and licence fee-free, non-exclusive licence to use the Intellectual Property Rights in TGI India Material for the purposes of or in relation to the research study and strictly in accordance with any conditions or restrictions, that TGI India may specify to UHS Rohtak.

6) Termination

During the sub-grant period, this agreement can be terminated by either party by providing the other party 30 days written notice. The Terminating party will cover all reasonable non-cancellable costs of the other party.

7) Confidential Information and confidentiality

Confidential Information means the terms and existence of this Agreement and all information belonging or relating to a Party, whether oral, graphic, electronic, written or in any other form that is (i) or should reasonably regarded as, confidential to the Party to whom it belongs or relates; or (ii) not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement.

7.1. A Party must not, and ensure that it's personnel do not, use or disclose any of the other Party's Confidential Information, other than where and only to the extent that such use or disclosure is necessary for the performance of the research work, for the exercise of that Party's rights or the performance of that Party's obligations under this Agreement, or as otherwise provided by clause 7.2.

7.2. A Party may disclose Confidential Information of the other Party:

(a) to a professional advisor, provided that advisor is subject to a professional obligation of confidence;

(b) as directed by the express written consent of that other Party;

(c) to its Personnel on a 'need to know' basis, provided such Personnel are obliged to keep such Confidential Information confidential; or

(d) as required by law, provided that prior notification is given to the Party whose Confidential Information is to be disclosed, and only to the extent that such Confidential Information is legally required to be disclosed.

8) Amendment

This Agreement can only be amended by a written document signed by both parties.

9) Notices

Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications (each a "notice") in connection with this Agreement must be in writing and delivered by hand or sent by registered post or email to the address of the intended recipient as follows:

(a) If to UHS Rohtak:

Dr. Varun Arora, Associate Professor,

Department of Community Medicine,

Address Room no. 409, 3rd floor,

Department of Community Medicine, UHS Rohtak

Email: dr.feats@gmail.com

(b) If to TGI India:

Mr Amit Khanna, Director – Finance & Operations

George Institute for Global Health

311-312, Elegance Tower

Plot No. 8, Jasola District Centre

New Delhi 110025, INDIA

Email: akhanna@georgeinstitute.org.in

(c) Or if the intended recipient has notified a changed address, then the service of notices must be to that address.

10) Relationship of the Parties

Nothing in this Agreement creates, implies or evidences any partnership or joint venture or relationship of agency between the Parties.

11) Governing Law

This Agreement will be governed by and construed and interpreted in accordance with the laws of India, and the Parties irrevocably agree to submit to the jurisdiction of the courts of New Delhi and all courts which have jurisdiction to hear appeals from the courts of New Delhi, and waives any right to object to proceedings being brought in those courts for any reason.

12) Severance

Any clause of this Agreement which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability, but the validity or enforceability of the remaining clauses of this Agreement will not be affected.

13) Rights of Third Parties

No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

ACKNOWLEDGED, ACCEPTED & AGREED TO:

TGI India

Name: Mr Amit Khanna
Director – Finance & Operations
George Institute for Global Health India
Date 11/9/18

UHS Rohtak

11.9.18

Name Dr. Varun Arora- Associate Professor, Department of Community Medicine, PGIMS Rohtak
Date

Executive Director
George Institute for Global Health

NAME : PROF VIVEKANAND JHA
EXECUTIVE DIRECTOR
GEORGE INSTITUTE FOR GLOBAL HEALTH INDIA
DATE : 11 SEP 2018

THE GEORGE INSTITUTE
for Global Health AUSTRALIA

The George Institute for Global Health
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ABN 90 085 963 331

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23 May 2016

Dr Varun Arora
Pandit Bhagwat Dayal Sharma Post Graduate Institute of Medical Sciences,
Rohtak, INDIA

Dear Dr Varun,

I am pleased to inform you that The George Institute for Global Health (**The George Institute**) has chosen Pandit Bhagwat Dayal Sharma Post Graduate Institute of Medical Sciences (the **Grantee**) to collaborate on the SMART*health* project in Rohtak, India. To enable you to conduct the project, we have approved a grant of INR 4,769,037.50 to demonstrate that the SMART*health* program can be implemented in a large rural community in Jhajjar district in the state of Haryana (the **Project**). The Project will also evaluate SMART*health*'s feasibility, scalability, and sustainability. This grant is made possible with funding granted to The George Institute by Give2Asia.

SMART*health* is a primary care platform developed by The George Institute which aims to support communities and healthcare providers to prevent and manage common non-communicable diseases.

SMART*health* involves the collection of clinical information on community members utilising a mobile device. Patient data are stored in a secure electronic medical record system located on a central server. A clinical decision support tool within SMART*health* system is able to generate individual estimates of cardiovascular disease (CVD) risk, along with guidelines-based tailored recommendations for managing this risk. The SMART*health* system helps non-physician health workers and doctors make evidence-based management decisions to lower their patients' CVD risk. This helps to prevent severe diseases that may occur later. The system is also able to provide information that is directly or indirectly conveyed to patients to assist in their acceptance of and adherence to recommended treatments. The SMART*health* system also allows central monitoring of screening and management of community members, thereby ensuring appropriate and high quality patient management.

This grant allows for the implementation and evaluation of the SMART*health* system in Rohtak district. Dr Varun Arora will be responsible for conducting the Project and managing the implementation of SMART*health* in Rohtak.

In addition, this grant is subject to the following terms and conditions:

1. **Grant Period.** Grant funds are available beginning 1 April 2016 to 30 September 2017.

2. **Reporting Requirements.**

A. Final Grant Report Due by 30 September 2017
Prior to 30 September 2017 or within one month of the close of the grant period, Grantee will submit a narrative and financial report describing how the grant was used to accomplish the grant objectives and detailing all expenditures of grant funds.

B. Interim Grant Report Due by 30 April 2017
Grantee must submit an interim narrative report and financial statement before 30 April 2017 showing the expenditure of the grant funds, progress made towards completing the Project, and compliance with the terms of this Agreement.

C. Quarterly Reports
Grantee must submit regular status reports on expenditure of grant funds, progress made in achieving milestones and account balances of the separate account referred to below in clause 4. The reports must be made at the end of each calendar quarter or within 2 weeks of a request from The George Institute.

3. **Grant Modifications.** Grantee must use the grant solely for the purposes outlined above and must comply with the **Protocol** [attached as Schedule 2]. No modification of those purposes or the Protocol may be made without The George Institute's consent. The George Institute reserves the right to request the return of any unspent grant funds.

4. **Separate Account.** The Grant funds are advanced on the following strict conditions:

A. Grantee must maintain all grant funds in a separate account in Grantee's name which is dedicated to the charitable purposes described in this Agreement; and
B. The separate account must be monitored by the International Steering Committee.

The International Steering Committee will monitor the use of the grant funds and Grantee must include account balances and debits from the account in all Reports it produces under clause 2.

5. **Record Maintenance and Inspection.** Grantee must maintain records of Project expenditures for 4 years after the Project is closed, and allow The George Institute to inspect its books and records at reasonable times and with reasonable notice.

6. **Dissolution Requirements.** If Grantee is dissolved or if the specific program or Project is discontinued, Grantee must immediately return any unspent grant funds to The George Institute.

7. **Grant Restrictions.** This grant may not be used, directly or indirectly to influence legislation or to support political campaigns or any other political activity; for religious proselytizing; for activities and services which discriminate; to provide benefit to any specific individual; to make any grant to an individual, other than as part of the charitable activities in support of the grant purposes; or for any purpose that is not entirely charitable.

Grantee certifies that it has not provided and will not provide *support or resources* to any individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity; or to anyone who acts as an agent for such an individual or entity. *Support or resources* include currency or other financial instruments, financial services, lodging, training, safe houses, false documentation or identification, communication equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and any other services or physical assets. Any violation of this certification is grounds for immediate termination of this Agreement and return to The George Institute of all funds advanced to Grantee under it.

8. **Activities and Milestones**. Grantee must use all reasonable efforts to complete the activities and milestones according to Schedule 1. Grantee must keep The George Institute continuously informed about its progress, and must immediately inform The George Institute in writing if it anticipates 1 month or more delay in complying with those timelines.

9. **Payments.** The George Institute will pay Grantee as nominated in **Schedule 1** in the manner and on the basis of the amounts and at the times set out in **Schedule 1.**

10. **Confidentiality**. Each Party agrees that it will only use or disclose the other Party's Confidential Information to the extent necessary to carry out the Project. **Confidential Information** includes any information The George Institute provides to Grantee to carry out the Project, and any other information which either Party knows or reasonably ought to know is confidential to the other Party.

11. **Intellectual Property**.

A. The George Institute grants to Grantee the right to use its Background IP to carry out the Project. **Background IP** includes the Protocol, information, know-how, software and materials provided to Grantee to conduct the Project. Except for this right, neither Grantee nor any of its personnel acquires any right in The George Institute's Background IP.

B. All **IP** in the Project results and any publication under clause 13, vests in The George Institute on its creation. Grantee presently assigns all existing and future IP in the Project results to The George Institute. Grantee must and must ensure that its personnel must, do anything reasonably required by The George Institute to effect that assignment. **IP** means all present and future intellectual property rights existing anywhere in the world, and includes inventions, patents, copyright, trademarks, circuit layouts, know how, trade secrets and the right to have confidential information kept confidential.

12. **International Steering Committee**. The George Institute will establish an International Steering Committee which will be responsible for overall supervision of the Project. Professor Anushka Patel will chair the International Steering Committee. Grantee and the remaining members will be as set out in the Protocol.

13. **Publications**.

A. Grantee must not publish any aspect of the Project unless it gives a draft to The George Institute at least 45 days before proposed publication. If The George Institute approves, Grantee may make the publication, but if The George Institute requests, Grantee must amend the draft to protect The George Institute's Confidential Information or IP before re-submitting the draft to The George Institute for approval. Grantee may use and

present information concerning the Project for purposes of internal training, education, evaluation or discussion without The George Institute's approval.

B. Publications of Project results must take into account the collaborative nature of the Project and must be in accordance with accepted scientific practice, academic standards and customs and in accordance with the Protocol and any more specific publication guidelines developed by the International Steering Committee. Individuals who make a substantial contribution to the Project will be recognized with co-authorship in the Project results publication unless they elect not to be recognized.

14. **Termination.**

A. The George Institute may terminate this Agreement:

i. if Grantee breaches this Agreement (including failing to meet a timeline without just cause or breach of a grant restriction under clause 7) or the Protocol, and fails to remedy the breach within 30 days of a written notice specifying the breach and requiring its remedy;

ii. if Dr Varun Arora leaves the Grantee or becomes unavailable, then Grantee must consult with The George Institute and use reasonable endeavours to nominate a replacement reasonably acceptable to both parties and if no mutually acceptable replacement is available, The George Institute may terminate this Agreement with 30 days' written notice; or

iii. immediately, if The George Institute's funding is withdrawn, or if Grantee's breach is not capable of being remedied.

B. Grantee may terminate this Agreement:

i. if The George Institute breaches this Agreement and fails to remedy the breach within 30 days of a written notice specifying the breach and requiring its remedy; or

ii. at any time, with 60 days' written notice.

C. If this Agreement is terminated early for any reason:

i. The George Institute will have no further obligation to pay Grantee except for uncancellable costs incurred by Grantee in accordance with clause 9 of this Agreement before the termination date;

ii. Grantee must return any unexpended grant funds to The George Institute; and

iii. Grantee must give all its Project notes, results or reports (in draft or final form) at the date of termination to The George Institute and must return all of The George Institute's Confidential Information.

15. **Privacy**. Grantee must ensure that any personal information it obtains or holds as a result of conducting the Project is collected, used, and disclosed by it in accordance with Privacy Laws. **Privacy Laws** include the Australian *Privacy Act 1988* (Cth) and any applicable Indian legislation or regulation which relates to the protection of personal information.

16. **Liability and Indemnity.**

A. Each Party is liable for its own acts and omissions in relation to the conduct of the Project.

B. Neither Party will be liable to the other Party or its personnel for any consequential, contingent, or indirect loss or damage (including resulting from the loss of business, revenue or profit) arising out of, or in connection with, the Project or this Agreement (whether under contract, tort, or otherwise).

C. Each Party (**Indemnifying Party**) indemnifies the other Party and its personnel (each, an **Indemnified Party**) against any loss, liability, expense or cost of third party claims (including reasonable legal expenses) (collectively, **Loss**) an Indemnified Party suffers as a direct result of its participation in the Project and which is caused by Indemnifying Party's breach of this Agreement, or Indemnifying Party's negligent or unlawful act or omission or wilful misconduct (or that of any person it retains to perform its obligations under this Agreement).

D. The indemnity in paragraph C will be reduced proportionally to the extent that the Indemnified Party's negligent or unlawful act or omission or wilful misconduct contributed to its Loss.

E. The Indemnified Party must:

i. give prompt notice of any claim likely to lead to a claim for indemnity and must cooperate fully with Indemnifying Party in the investigation and management of the claim; and

ii. take all reasonable steps to mitigate any Loss it suffers in connection with this Agreement.

17. **Miscellaneous**

A. (**Amendments**): This Agreement can only be amended by a written document signed by both parties.

B. (**Governing law**): The laws of New South Wales govern this Agreement.

C. (**Assignment**): Grantee may not assign its rights or obligations under this Agreement.

D. (**Severability**): If a clause of this Agreement is prohibited or unenforceable, the validity or enforceability of the other clauses of the Agreement will not be affected.

E. (**Entire agreement**): This Agreement contains the entire agreement between Grantee and The George Institute and supersedes any prior negotiation, representation, understanding or arrangement regarding the Project, whether oral or written.

F. (**Relationship**): This Agreement constitutes an academic collaboration and grant. It does not constitute a joint venture, partnership, agency or employment relationship between the parties nor does it allow either party to contract for the other.

G. (**Survival**): This clause 17.G, and clauses 5 (**Record Maintenance and Inspection**), 10 (**Confidentiality**), 11 (**Intellectual Property**), 13 (**Publications**), and 16 (**Liability & Indemnity**), survive expiry and termination of this Agreement.

H. (**Counterparts**): This Agreement may be signed in a number of counterparts. All counterparts taken together constitute one instrument. A Party may sign any one counterpart.

The George Institute is delighted to support Pt B.D. Sharma Post Graduate Institute of Medical Sciences in collaborating on this Project.

Yours sincerely

Authorised Signatory
Print name: Parisa Glass

Authorised Signatory
Print name: Tim Regan

AGREED AND ACCEPTED BY
PT. B.D.SHARMA POST GRADUATE INSTITUTE OF MEDICAL SCIENCES

By: 30.6.16

Print name: Dr. Varun Kumar Arora

Title: Doctor, Asstt. Professor, Deptt of Community Medicine
Pt B. D. Sharma PGIMS, Rohtak

Date: 30-6-2016

Schedule 1

Activities, Milestones & Payments

Program Goal: Demonstrate that SMART*health* can be effectively deployed in Jhagar district, Haryana, in a manner that is acceptable, affordable, scalable and sustainable.		**Payments**
Related Activities/Key Milestones	**Deadline**	
Agreement signed		50% of total payment
Approval by relevant ethics committee(s) obtained.	2 months after receipt of final Protocol	
Audit of the health service system in Haryana including conduct of in-depth interviews and focus group discussions with respondents at various levels of the health system – District and sub-district authorities, CHCs, PHCs, health workers.	3 months after receipt of final Protocol	
Finalising training materials with translation into Hindi.	3 months after receipt of final Protocol	
Submission of Quarterly report satisfactory to The George Institute	30 June 2016	
Internal review of SMART*health* tablet application completed	4 months after receipt of final Protocol	
Submission of Quarterly report satisfactory to The George Institute	30 September 2016	10% of total payment
An initial household survey completed to establish a census and CVD risk screening of individuals aged over 40 years in the study population (N=~20,000). Risk screening using WHO/ISH guidelines involving the measurement of at least blood pressure, blood glucose, height, and weight.	5 months after receipt of final Protocol	
Training of 2 doctors from 2 different PHCs and 20 ASHAs on use of SMART*health* system completed.	6 months after receipt of final Protocol	
Submission of Quarterly report satisfactory to The George Institute	31 December 2016	10% of total payment
Submission of interim report satisfactory to The George Institute	30 April 2017	10% of total payment
Submission of Quarterly report satisfactory to The George Institute	30 June 2017	
9 months of full SMART*health* implementation in villages served by 20 ASHAs and working under 2 different PHCs. SMARThealth implementation as described in the protocol completed	15 months after receipt of final Protocol	20% of total payment
Follow-up and interview of all individuals identified as being at high risk completed	17 months after receipt of final Protocol	
Semi-structured interviews and/or focus group discussions of policy makers, district health administrators, doctors, ASHAs and a broad range of community members completed.	17 months after receipt of final Protocol	
Final report submission	30 September 2017	

Indian-Non Judicial Stamp
Haryana Government

Date : 30/06/2021

Certificate No. G0302021F3611

GRN No. 78771666

Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

Deponent

Name : Sdbiosensor Healthcare Privatelimited
H No/Floor : 202 Sector/Ward : 2 Landmark : Tower a unitech signature towers
City/Village : Gurgaon District : Gurgaon State : Haryana
Phone : 98******29

Purpose : ALL OFFICIAL PURPOSE to be submitted at Gurgaon

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

SD BIOSENSOR HEALTHCARE PRIVATE LIMITED

AND

MOHAN FOUNDATION, GURUGRAM CHAPTER

AND

PT. BD SHARMA UNIVERSITY OF HEALTH SCIENCES

DATED 3rd AUGUST 2021

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

This Corporate Social Responsibility Agreement (hereinafter referred to as "**The Agreement**") is being signed on this **3rd day of August 2021** and shall be applicable from the date on which Nephrologist joins the Department at PGIMS, Rohtak and executed between:

SD Biosensor Healthcare Pvt. Ltd., a Company incorporated under the provision of the Companies Act, 1956 and having its Registered office at Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – 1, Gurgaon – 122 001, Haryana through its Authorized Signatory **Mr. Sung Ho Kim**, severally authorized by the board of directors vide their resolution dated 14th May, 2021 (Hereinafter referred as the "SDBH"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **FIRST PART**.;

AND

MOHAN Foundation, a public charitable trust, registered under the Indian Trusts Act, 1882 having its Head office at 3rd Floor, Toshniwal Building, 267, Kilpauk Garden Road, Chennai – 600 010, Tamil Nadu and having its local office at B – 284F, Second Floor, Sushant Lok – I, Gurugram – 122 002, Haryana through its Managing Trustee **Dr. Sunil Shroff**, (hereinafter referred to as "MF"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **SECOND PART**.;

AND

Pt. BD Sharma University of Health Sciences, an autonomous body fully funded by the Government of Haryana, having its office at Administrative block, **Pt. BD Sharma University of Health Sciences, Rohtak, 124001** Haryana through its **Registrar, Dr. H.K. Aggarwal** (hereinafter referred to as "UHS"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **THIRD PART**.;

The SDBH, the MF and the UHS shall be jointly referred to as the **PARTIES** and individually as the **PARTY**.

WHEREAS SDBH is specialized in in-vitro diagnostics founded with the goal of contributing to improve the quality of life through fast and accurate diagnosis of disease and is well recognized for its quality products and services.

WHEREAS MF is a Not-for-profit, Non-governmental organisation established in the year 1997 under the Indian Trusts Act, 1882 and registered under Section 12A of Income Tax Act and FCRA (Foreign Contributions Regulation Act).

SDBH MF UHS

MOHAN FOUNDATION CHENNAI

Registrar,
Pt. B.D. Sharma
University of Health Science
Rohtak-124001 (Haryana)

AND WHEREAS UHS is a State Government funded university regulating the medical education and research in various medical and allied health sciences institutions in the state of Haryana.

AND WHEREAS MOHAN is an acronym for Multi Organ Harvesting Aid Network and MF strives to promote and develop systems for ethical organ and tissue donation in the society.

AND WHEREAS MF represented to SDBH that MF is into the discussion with UHS for collaborating to make PGIMS (Rohtak) the first government hospital in Haryana to perform affordable Kidney Transplant Program (hereinafter referred to as "project").

AND WHEREAS MF has entered into a MOU dated 19th February, 2021 with UHS as per which UHS along with PGIMS (Rohtak) shall work towards promoting deceased organ donation and transplantation in the state of Haryana and for empanelling and employing 2 (two) Nephrologist for making affordable Kidney transplant for the prospective patients.

AND WHEREAS SDBH, under its Corporate Social Responsibility activities, has agreed to provide support for salaries of 2 (two) Nephrologists, who will be empanelled and employed by MF and posted at PGIMS, Rohtak under this agreement.

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements contained herein, the parties hereto agree as follows:

1. BACKGROUND & SCOPE OF PROJECT

There is a wide gap between patients who need transplants and the organs that are available in India. An estimated around 1.8 lakh persons suffer from renal failure every year, however the number of renal transplants done is around 10,500.

Within the country there is a huge disparity between States. While some Southern States have the state framework to take forward the transplantation programme, a majority of the States, including Haryana have yet to implement this programme in a systematic manner in spite of it having adopted the amended Transplantation of Humans Organs Act.

There are 59 government hospitals in Haryana, according to the annual administrative report of the Health Department, Haryana, for the year 2016-17. However, there is no activity happening in these hospitals as far as transplantation is concerned.

In the 56 registered private hospitals in the state, transplantation is only happening in a few select multi & super specialty care hospitals in cities of Gurugram, Faridabad and Panchkula that are in close proximity to the capital Delhi.

PGIMS (Rohtak) has all the necessary infrastructure for kidney transplants in terms of dedicated Operation Theatres, transplant ICUs and transplant surgeons. However, PGIMS (Rohtak) is not able to attract Nephrologists with transplant experience as per

SDBH MF UHS

Registrar,
Pt. B.D. Sharma
University of Health Science
Rohtak-124001 (Haryana)

MOHAN FOUNDATION CHENNAI

government pay scale, without whom the transplant program cannot be started and sustained.

Therefore, to bridge the aforesaid gap and in a unique public private partnership model to make affordable organ transplant, MF has executed an MOU with UHS to support by empanelling and employing **2 (Two) Nephrologists with transplant experience on its payroll which would be funded by SDBH** under its Corporate Social Responsibility activities.

2. TERM & EFFECTIVE DATE

This Agreement shall be valid for the period of **1 (one) year** effective from the date on which Nephrologists joins at PGIMS, Rohtak. The confirmation of appointment, empanelment and joining of Nephrologists should be given in writing or through electronic means, by MF & UHS to SDBH.

3. FUNDS

That as per the scope of this agreement and Corporate Social Responsibility of SDBH, SDBH shall contribute an amount limited to **INR 75,00,000/- (Rupees Seventy-Five Lakh Only)** pertaining to the salary of two (2) Nephrologists towards the scope of the agreement as per the following schedule. The above amount shall be dispersed during the one-year tenure of this agreement.

Payment Schedule :

- ✓ Joining of Nephrologists to be confirmed to SDBH.
- ✓ Post joining, the amount shall be dispersed in advance on quarterly basis to MF.

4. DISBURSEMENTS

4.1 SDBH shall make disbursement of funds in Indian Rupees to MF in the following bank account of MF through RTGS/NEFT on a quarterly basis:

Bank Account Details of MF :

Bank Name: **Union Bank of India**
Name of A/c. holder: **MOHAN Foundation**
Account No: **520101204768620**
IFSC Code: **UBIN0920550**
Branch Name: **Sushant Lok, Gurugram**

4.2 MF shall submit fund utilization statements along with the salary transfer receipts to SDBH on a monthly basis or as and when required by SDBH.

SDBH MF UHS

MOHAN FOUNDATION CHENNAI

Registrar,
Pt. B.D. Sharma
University of Health Sciences
Rohtak-124001 (Haryana)

4.3 In the event of failure of submitting salary transfer receipts with SDBH, SDBH shall reserve the right to withhold or reduce the amount of next dispersal of funds mentioned in above Clause 3.

5. OBLIGATIONS AND RESPONSIBILITIES OF MF

5.1 MF will assist in selecting and appointing the two Nephrologists with kidney transplant experience for PGIMS (Rohtak).

5.2 MF will disburse the monthly salaries of both the Nephrologists by the first week of the subsequent month.

5.3 MF shall be responsible for all acts and omissions of its Doctors, staff and any persons, associations, institutions engaged by the MF whether or not in the course of implementing and execution of this Agreement and for the health, safety and security of such persons or entities and their property.

5.4 MF will create a report every 3 months of the progress in collaboration with the nephrologists and submit the same to SDBH & UHS.

5.5 Senior MF representative will have meetings with the reporting authority, the two appointees and any other medical or non-medical personnel once in 3 months to smoothen the workings.

5.6 MF would do a SWOT once at the start and again another assessment at 6 months.

5.7 MF shall maintain full employee records of the Nephrologists and shall be responsible for their monthly reporting compliances under labour laws or other mandate.

5.8 MF shall be responsible to file timely statutory returns and deposit timely taxes, wherever applicable like TDS, PF etc.

6. OBLIGATIONS AND RESPONSIBILITIES OF UHS

6.1 UHS shall ensure that the funds received by MF pursuant to Clause 3 of this Agreement are spent by MF in accordance with the terms of this Agreement and shall also ensure that obligations and responsibilities of MF as defined in this agreement are duly met by MF.

6.2 UHS shall at all time during the term of this agreement oversee the functions of MF with respect to this activity.

SDBH MF UHS

MOHAN FOUNDATION CHENNAI

Registrar,
Pt. B.D. Sharma
University of Health Science
Rohtak-124001 (Haryana)

7. ACCOUNTS, RECORDS AND AUDIT

7.1 MF shall maintain all accounting records and documents in accordance with the instructions given by SDBH. Non-compliance with the instructions by the MF will be a ground for termination of the agreement.

7.2 SDBH or its Representatives / Officer, on giving reasonable notice to MF, may visit the MF offices to review and audit the Accounts and records and the MF shall co-operate with such teams during the review, provide access to accounts and records pertaining to the scope of Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by SDBH.

7.3 If SDBH finds any errors or inaccuracies in the Accounts & Records of the MF, the MF shall, within 30 days of a written demand served by SDBH, carry out suitable rectification in its Accounts & Records, and inform SDBH of the same.

7.4 Any information/document/record/details requested by SDBH would be promptly attended by MF and supplied within a reasonable time frame of one week (7 days).

8. REFUND OF UNUTILIZED/UNSPENT FUNDS

Any unspent or unutilized amount, (disbursed by SDBH for the project to the MF), shall on completion of the project, be refunded to SDBH within 15 days of the completion of the project or termination or the Agreement, whichever is applicable.

9. CONTRACTUAL OBLIGATIONS

9.1 The relationship of MF & Nephrologist shall be that of Employer & Employee. Thus, all rights, duties and responsibilities shall co-exist between MF & the Nephrologist. SDBH shall not be under any obligation for the employment of Nephrologist, directly or indirectly, applicable as per Statutory Laws. In any case SDBH is under its CSR responsibility is only supporting the cause through its funding.

9.2 The MF shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.

9.3 In case of non-compliance of any term of this agreement, either party may serve a written improvement notice on the other party and such recipient party shall be obligated to take corrective action within 15 days from the date of receipt of the improvement notice.

9.4 The MF shall submit full accounts of the project in writing taking into account all receipts and payments and commitments incurred, for the purposes of the

SDBH MF DHS

MOHAN FOUNDATION CHENNAI

Registrar,
Pt. B.D. Sharma
University of Health Scienc
Rohtak-124001 (Haryana

Agreement and the termination. SDBH or its representative may carry out an audit of the Project along with the expenditure of accounts.

10. TERMINATION

SDBH may terminate this agreement after giving the due notice of 30 days to MF and on finding the non-compliance of the notice for improvement given to MF. However, such reasons for termination may be related in terms of the followings;

10.1 In the event of unsatisfactory performance of the project by MF, SDBH may, at its sole discretion and at any time, terminate the agreement and inform the MF of its decision in writing which shall be final and binding on both the parties. The Agreement shall stand terminated on the date as mentioned in the written communication. Unsatisfactory performance include :-

a) Delay in the appointment of Nephrologists;
b) In case funds are not disbursed to the Nephrologists in a timely manner;
c) Any other issue identified by SDBH;

10.2 In the event of unsatisfactory performance of the project by the MF for any reason such as incomplete work done/ no progress in the work found/ work not being implemented as specified under Scope of Project of this Agreement or non-performance of any obligation under this Agreement.

10.3 In the event, when the MF is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and SDBH has sufficient grounds to believe so.

10.4 In the event of violation of any of the provisions specified in various clauses of this agreement and Terms of Reference that lead to a conflict which may affect the objectives of the programme, at any time of Agreement period.

10.5 The copy of such termination of agreement shall be provided to UHS, as decided appropriately.

11. FORCE MAJEURE

11.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the MF any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of the notification, SDBH shall

SBDH MF UHS

MOHAN FOUNDATION CHENNAI

at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.

11.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, SDBH and the MF shall treat the Agreement as terminated.

12. AMENDMENT

In case any amendments are required to any part of the Agreement, the Parties shall agree to incorporate such amendments. The Agreement shall be amended by written mutual consent of the parties to the Agreement. The amendments shall be documented vide duly executed Addendum Agreement.

13. SETTLEMENT OF DISPUTES & ARBITRATION

13.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the Agreement the matter in dispute shall be referred to the Managing Director of SDBH got amicably settlement.

13.2 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Rohtak only and in no other courts.

13.3 If the parties failed to amicably settle the dispute, the Parties agree that any dispute, issue and difference between the parties hereto under or in respect of any matter under this Agreement which require clarification and deliberation; shall be referred for resolution by way of Arbitration to the exclusive jurisdiction of the Sole Arbitrator to be appointed as per the provision of the Arbitration and Conciliation Act, 1996, as amended up-to-date. Each party shall appoint one Arbitrator and such Arbitrators shall mutually appoint a third Arbitrator. The parties further agree that the arbitration proceedings shall be conducted by fast track procedure as per the provisions of section 29b of arbitration and conciliation act, 1996 as amended by act no. 3 of 2016 (w.e.f. 23.10.2015). The seat of the arbitration shall be in the city of Rohtak. The Award made by the Arbitrator shall be final and binding on the parties hereto. The language of Arbitration proceedings shall be in English.

14. CONFLICT OF INTEREST

14.1 Neither the MF, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

14.2 Subject to clause 14.1 above, the MF shall notify SDBH immediately of any such conflict and suggest / take immediate remedial measures under information to SDBH to ensure that the project is completed as per the terms and conditions agreed upon.

SDBH MF SDHS

MOHAN FOUNDATION CHENNAI

Registrar,
Pt. B.D. Sharma
University of Health Sci
Rohtak-124001 (Harya

15. DISCLOSURE OF INFORMATION

The MF shall not during or after the termination of the agreement disclose to any third party any confidential information arising from the agreement (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of SDBH.

16. NOTICES

All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand or e-mail with acknowledgement of receipt, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier at the following address:

To SDBH SD Biosensor Healthcare Pvt. Ltd **Kind Attention: Mr. Sung Ho Kim** **Having its office at:** Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – 1, Gurgaon – 122001	To MF Mohan Foundation **Kind Attention: Dr. Sunil Shroff** **Having its office at:** B – 284F, Second Floor, Sushant Lok – I, Gurugram – 122002, Haryana
TO UHS **Kind Attention: Dr. H.K. Aggarwal, Registrar.** Having office at: Pt. B.D. Sharma University of Health Sciences, Rohtak- 124001	

17. RELATIONSHIP

The relationship between the Parties is that of independent persons. Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, Client or employment relationship between the Parties and neither Party shall hold itself out as an agent for the other Party. This Agreement is on a 'principal to principal' basis and neither party shall describe itself as an agent or representative of the other Party, or make any representations or give any warranties/ assurances to a Person which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and or responsibility to a Person, or enter into contracts on behalf of the other Party.

SDBH MF UHS

MOHAN FOUNDATION CHENNAI

Registrar,
Pt. B.D. Sharma
University of Health Scie
Rohtak-124001 (Haryar

18. COUNTERPARTS

This Agreement is being executed in three (3) number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and Parties have executed this Agreement by signing three (3) originals which shall be the counterparts for each other.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all previous agreements and understandings between the parties and each party acknowledges that, in entering into this agreement, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as expressly provided in this Agreement.

20. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

21. CONSTRUCTION OF THE AGREEMENT

The Agreement shall be governed by and construed in accordance with the laws of INDIA.

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SSDM

NF

JHS

Registrar,
Dr. B.D. Sharma
University of Health Sciences,
Kotpuli-1 (Haryana)

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement on the date and place first above mentioned.

Signed and Sealed on behalf of	Signed and Sealed on behalf of	Signed and Sealed on behalf of
SD Biosensor Healthcare Private Limited	**Mohan Foundation**	**Pt. BD Sharma University of Health Sciences**
Signed By: Name: Sung Ho Kim Designation: Managing Director	Signed By: Name: Sunil Shroff Designation: Managing Trustee	Signed By: Name: Dr. H.K. Aggarwal Designation: Registrar
Witnesses: Signed By : Name: Atul Singh Designation: Company Secretary & Compliance Officer	**Witnesses:** Signed By : Name: Jerin Raja Designation: HR & Admin Executive MOHAN Foundation	**Witnesses:** Signed By : Name: Sukhbir Singh Designation: Associate prof., Department of Hospital Administration, PGIMS Rohtak.

Registrar
Pt. B.D. Sharma
University of Health Sciences
Rohtak-124001 (Haryana)

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

SD BIOSENSOR HEALTHCARE PRIVATE LIMITED

AND

MOHAN FOUNDATION, GURUGRAM CHAPTER

AND

Pt. BD Sharma University of Health Sciences

This agreement shall be applicable from the date on which Nephrologists join the Department at PGIMS, Rohtak.

CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

This Corporate Social Responsibility Agreement (hereinafter referred to as "Agreement") shall be applicable from the date on which Nephrologists join the Department at PGIMS, Rohtak between;

SD Biosensor Healthcare Pvt. Ltd., a Company incorporated under the provision of the Companies Act, and having its Registered office at Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – 1, Gurugram – 122001, Haryana through its Authorized Signatory Mr. Sung Ho Kim, severally authorized by the board of directors vide their resolution dated _____ (Hereinafter referred as the "SDBH"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **FIRST PART**.;

AND

MOHAN Foundation, a public charitable trust, registered under the Indian Trusts Act, 1882 having its Head office at 3rd Floor, Toshniwal Building, 267, Kilpauk Garden Road, Chennai – 600 010, Tamil Nadu and having its local office at B – 284F, Second Floor, Sushant Lok – I, Gurugram – 122002, Haryana through its Managing Trustee Dr. Sunil Shroff, (hereinafter referred to as "MF"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **SECOND PART**.;

AND

Pt. BD Sharma University of Health Sciences, an autonomous body fully funded by the Government of Haryana, having its office at Administrative block, **Pt. BD Sharma University of Health Sciences, Rohtak, 124001** Haryana **through its Registrar, Dr. H.K. Aggarwal** (hereinafter referred to as "UHS"), which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its legal representatives, successors-in-interest, executors, administrators, nominee(s), assignees and liquidators of the **THIRD PART**.;

The SDBH, the MF and the UHS shall be jointly referred to as the **PARTIES** and individually as the **PARTY**.

WHEREAS SDBH is specialized in in-vitro diagnostics founded with the goal of contributing to improve the quality of life through fast and accurate diagnosis of disease and is well recognized for its quality products and services.

WHEREAS MF is a Not-for-profit, Non-governmental organisation established in the year 1997 under the Indian Trusts Act, 1882 and registered under Section 12A of Income Tax Act and FCRA (Foreign Contributions Regulation Act).

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

AND WHEREAS UHS is a State Government funded university regulating the medical education and research in various medical and allied health sciences institutions in the state of Haryana.

AND WHEREAS MOHAN is an acronym for Multi Organ Harvesting Aid Network and MF strives to promote and develop systems for ethical organ and tissue donation in the society.

AND WHEREAS MF represented to SDBH that MF is into the discussion with UHS for collaborating to make PGIMS Rohtak the first government hospital in Haryana to perform affordable Kidney Transplant Program (hereinafter referred to as "project").

AND WHEREAS MF has entered into a MOU dated 19th February, 2021 with UHS as per which UHS along with PGIMS Rohtak shall work towards promoting deceased organ donation and transplantation in the state of Haryana and for empanelling and employing 2 (two) Nephrologists for making affordable Kidney transplant for the prospective patients.

AND WHEREAS SDBH, under its Corporate Social Responsibility activities, has agreed to support the salaries of 2 (two) Nephrologists who will be empanelled and employed by MF at PGIMS (Rohtak) under this agreement.

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements contained herein, the parties hereto agree as follows:

1. BACKGROUND & SCOPE OF PROJECT

There is a wide gap between patients who need transplants and the organs that are available in India. An estimated around 1.8 lakh persons suffer from renal failure every year, however the number of renal transplants done is around 10,500.

Within the country there is a huge disparity between States. While some Southern States have the state framework to take forward the transplantation programme, a majority of the States, including Haryana have yet to implement this programme in a systematic manner in spite of it having adopted the amended Transplantation of Human Organs Act.

There are 59 government hospitals in Haryana, according to the annual administrative report of the Health Department, Haryana, for the year 2016-17. However, there is no activity happening in these hospitals as far as transplantation is concerned.

In the 56 registered private hospitals in the state, transplantation is only happening in a few select multi & super specialty care hospitals in cities of Gurugram, Faridabad and Panchkula that are in close proximity to the capital Delhi.

PGIMS (Rohtak) has all the necessary infrastructure for kidney transplants in terms of dedicated Operation Theatres, transplant ICUs and transplant surgeons; however, PGIMS (Rohtak) is not able to attract Nephrologists with transplant experience as per government pay scale, without whom the transplant program cannot be started and sustained.

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

Therefore, to bridge the aforesaid gap and in a unique public private partnership model to make affordable organ transplant, MF has executed an MOU with UHS to support by empanelling and employing 2 (Two) Nephrologists with transplant experience on its payroll which would be financed by SDBH under its Corporate Social Responsibility activities.

2. TERM & EFFECTIVE DATE

This Agreement shall be valid for the period of 1 (one) year effective from the date on which Nephrologists join the Department at PGIMS, Rohtak.

3. FUNDS

That as per the scope of project and Corporate Social Responsibility, SDBH shall contribute an amount of INR 75,00,000/- (Rupees Seventy Five Lakh Only) pertaining to the salary of two (2) Nephrologists towards the scope of the project as per the following schedule:

Payment Schedule :

- ✓ To be filled and finalised

4. DISBURSEMENTS

4.1 SDBH shall make disbursement of funds in Indian Rupees to MF in the following bank account of MF through RTGS/NEFT:

Bank Account Details of MF:

Bank name: Union Bank of India
Name of Ac holder: MOHAN Foundation
Account no: 520101204768620
IFSC Code: UBIN0920550
Branch name: Sushant Lok, Gurugram

4.2 MF shall submit fund utilization statements along with the salary transfer receipts to SDBH on a monthly basis or as and when required by SDBH.

4.3 In the event of failure of submitting salary transfer receipts with SDBH, SDBH shall reserve the right to withhold or reduce the amount instalment, amount of funds mentioned in the payment schedule Clause 4.

5. OBLIGATIONS AND RESPONSIBILITIES OF MF

5.1 MF will assist in selecting and appointing the two nephrologists with kidney transplant experience for PGIMS Rohtak.

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

5.2 MF will disburse the monthly salaries of both the Nephrologists by the first week of the subsequent month.

5.3 MF shall be responsible for all acts and omissions of its Doctors, staff and any persons, associations, institutions engaged by the MF whether or not in the course of implementing and execution of this Agreement and for the health, safety and security of such persons or entities and their property.

5.4 MF will create a report every 3 months of the progress in collaboration with the nephrologists.

5.5 Senior MF representative will have meetings with the reporting authority, the two appointees and any other medical or non-medical personnel once in 3 months to smoothen the workings.

5.6 MF would do a SWOT once at the start and again another assessment at 6 months.

6. OBLIGATIONS AND RESPONSIBILITIES OF UHS

6.1 UHS shall ensure that the funds received by MF pursuant to Clause 3 of this Agreements are spent by MF in accordance with the terms of this Agreement and shall also ensure that obligations and responsibilities of MF as defined in this agreement are duly met by MF.

6.2 UHS shall at all time during the term of this agreement oversee the functions of MF with respect to this activity.

7. ACCOUNTS, RECORDS AND AUDIT

7.1 MF shall maintain all accounting records and documents in accordance with the instructions given. Non-compliance with the instructions by the MF will be a ground for termination of the agreement.

7.2 SDBH or its representatives / Auditors, on giving reasonable notice to MF, may visit the MF offices to review and audit the Accounts and records and the MF shall co-operate with such teams during the review, provide access to accounts and records pertaining to the scope of Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by SDBH.

7.3 If SDBH finds any errors or inaccuracies in the Accounts & Records of the MF, the MF shall, within 30 days of a written demand served by SDBH, carry out suitable rectification in its Accounts & Records, and inform SDBH of the same.

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

7.4 Any information/document/record/details requested by SDBH would be promptly attended by MF and supplied within a reasonable time frame of one week (7 days).

8. REFUND OF UNUTILIZED/UNSPENT FUNDS

Any unspent or unutilized amount, (disbursed earlier by SDBH for the project to the MF), shall on completion of the project, be refunded to SDBH within 15 days of the completion of the project or termination or the Agreement, whichever is applicable.

9. CONTRACTUAL OBLIGATIONS

9.1 The MF shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.

9.2 In case of non-compliance of any term of this agreement, either party may serve a written improvement notice on the other party and such recipient party shall be obligated to take corrective action within 15 days from the date of receipt of the improvement notice.

9.3 The MF shall submit full accounts of the project in writing taking into account all receipts and payments and commitments incurred for the purposes of the Agreement and the termination. SDBH or its representative may carry out an audit of the Project along with the expenditure of accounts.

9.4 SDBH shall reimburse funds to the MF to meet approved or agreed expenses of the Programme and commitments related to the said PROJECT up to date of termination.

9.5 In the event of excess disbursement to the MF, SDBH shall demand and recover from the MF such excess disbursements and the MF would be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount.

10. TERMINATION

SDBH may terminate this agreement after giving the due notice of 30 days to MF and on finding the non-compliance of the notice for improvement given to MF. However, such reasons for termination may be related in terms of the followings;

10.1 In the event of unsatisfactory performance of the project by **MF**, SDBH may, at its sole discretion and at any time, terminate the agreement and inform the **MF** of its decision in writing **which shall be final and binding on both the parties.** The Agreement shall stand terminated on the date as mentioned in the written communication. Unsatisfactory performance include:-

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

a) Delay in the appointment of Nephrologists;
b) In case funds are not disbursed to the Nephrologists in a timely manner;
c) Any other issue identified by SDBH;

10.2 In the event of unsatisfactory performance of the project by the **MF** for any reason such as incomplete work done/ no progress in the work found/ work not being implemented as specified under Scope of Project of this Agreement or non-performance of any obligation under this Agreement.

10.3 In the event, when the MF is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and SDBH has sufficient grounds to believe so.

10.4 In the event of violation of any of the provisions specified in various clauses of this agreement and Terms of Reference that lead to a conflict which may affect the objectives of the programme, at any time of Agreement period.

11. FORCE MAJEURE

11.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the MF any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of the notification, SDBH shall at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.

11.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, SDBH and the MF shall treat the Agreement as terminated.

12. AMENDMENT

In case any amendments are required to any part of the Agreement, the Parties shall agree to incorporate such amendments and implement perform the same in the field. The Agreement shall be amended by written mutual consent of the parties to the Agreement. The amendments shall be documented and allotted a distinctive number <Amendment No>; <Date>.

13. SETTLEMENT OF DISPUTES& ARBITRATION

13.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the

Registrar,
PGIMS, Pt. J. L. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

Agreement the matter in dispute shall be referred to the Managing Director of SDBH got amicably settlement.

13.2 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Rohtak only and in no other courts.

13.3 If the parties failed to amicably settle the dispute, the Parties agree that any dispute, issue and difference between the parties hereto under or in respect of any matter under this Agreement which require clarification and deliberation; shall be referred for resolution by way of Arbitration to the exclusive jurisdiction of the Sole Arbitrator to be appointed as per the provision of the Arbitration and Conciliation Act, 1996, as amended up-to-date. each party shall appoint one Arbitrator and such Arbitrators shall mutually appoint a third Arbitrator. the parties further agree that the arbitration proceedings shall be conducted by fast track procedure as per the provisions of section 29b of arbitration and conciliation act, 1996 as amended by act no. 3 of 2016 (w.e.f. 23.10.2015). the seat of the arbitration shall be in the city of Rohtak. The Award made by the Arbitrator shall be final and binding on the parties hereto. The language of Arbitration proceedings shall be in English.

14. CONFLICT OF INTEREST

14.1 Neither the MF, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

14.2 Subject to clause 14.1 above, the MF shall notify SDBH immediately of any such conflict and suggest / take immediate remedial measures under information to SDBH to ensure that the project is completed as per the terms and conditions agreed upon.

15. DISCLOSURE OF INFORMATION

The MF shall not during or after the termination of the agreement disclose to any third party any confidential information arising from the agreement (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of SDBH.

16. NOTICES

All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand or e-mail with acknowledgement of receipt, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier at the following address:

Registrar,
Pt. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

To SDBH SD Biosensor Healthcare Pvt. Ltd **Kind Attention: Mr. Sung Ho Kim** **Having its office at:** Unit # 202 A-D, 2nd Floor, Tower – A, Unitech Signature Towers, South City – 1, Gurugram – 122001	To MF Mohan Foundation **Kind Attention: Dr. Sunil Shroff** **Having its office at:** B – 284F, Second Floor, Sushant Lok – 1, Gurugram – 122002, Haryana
TO UHS **Kind Attention: Dr. H.K. Aggarwal, Registrar.** **Having its office at:** Pt. B.D. Sharma University of Health Sciences, Rohtak-124001	

17. RELATIONSHIP

The relationship between the Parties is that of independent persons. Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, Client or employment relationship between the Parties and neither Party shall hold itself out as an agent for the other Party. This Agreement is on a 'principal to principal' basis and neither party shall describe itself as an agent or representative of the other Party, or make any representations or give any warranties/ assurances to a Person which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and or responsibility to a Person, or enter into contracts on behalf of the other Party.

18. COUNTERPARTS

This Agreement is being executed in two (2) number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and Parties have executed this Agreement by signing two (2) originals which shall be the counterparts for each other.

19. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

Registrar
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

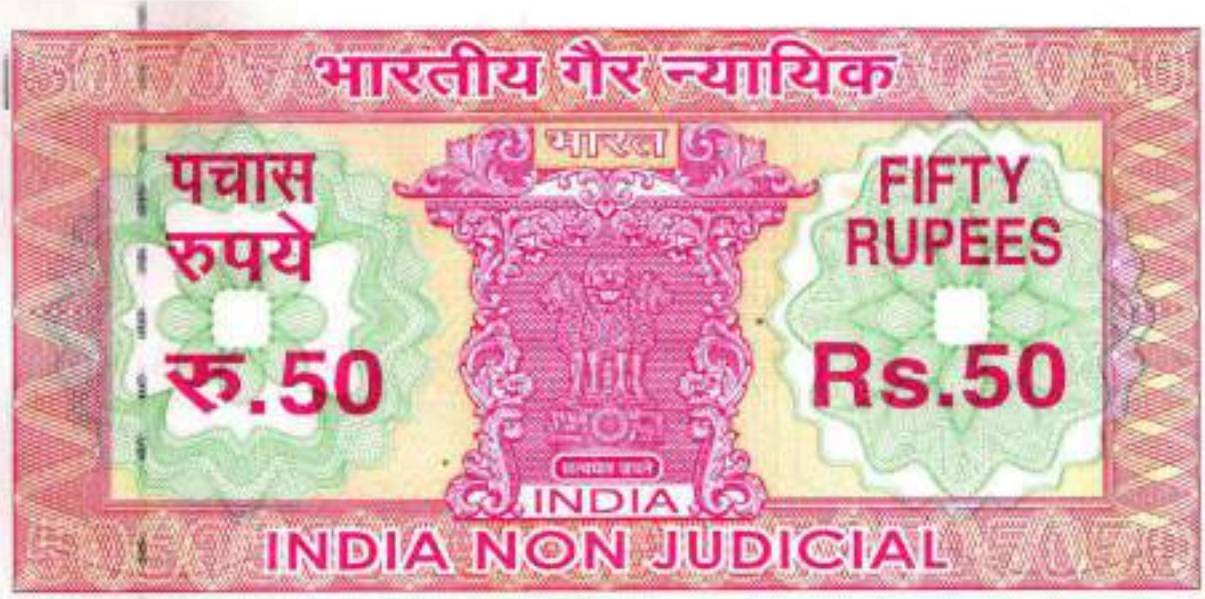
20. CONSTRUCTION OF THEAGREEMENT

The Agreement shall be governed by and construed in accordance with the laws of INDIA.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement on the date and place first above mentioned.

Signed and Sealed on behalf of	Signed and Sealed on behalf of	Signed and Sealed on behalf of
SD Biosensor Healthcare Private Limited	**Mohan Foundation**	**Pt. BD Sharma University of Health Sciences**
Signed By: Name: Mr. Sung Ho Kim Designation:	Signed By: Name: Dr. Sunil Shroff Designation: Managing Trustee	Signed By: Name: Dr. H.K. Aggarwal Designation: Registrar
Witnesses: 1.	**Witnesses:** 1.	**Witnesses:** Signed By: Name: Dr. Sukhbir Singh Designation: Associate Prof., Department of Hospital Administration, PGIMS, Rohtak.

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)



हरियाणा HARYANA

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Dated: 19th March 2018

MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

MINISTRY OF YOUTH AFFAIRS AND SPORTS

AND

PT.B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

This Memorandum of understanding by and between the Ministry of Youth Affairs and Sports (Hereinafter called MYAS) located at Shastri Bhawan New Delhi-110001

And

Pt. B.D. Sharma University of Health Sciences, Rohtak (Hereinafter called UHS, Rohtak) to establish Department of Sports Medicine ((Ministry of Youth Affairs and Sports) and promote Higher Education and Research in Sports Medicine in the University and provide Medical and Scientific Support to the Athletes.

सुनील कुमार / SUNIL KUMAR
उप सचिव / Deputy Secretary
युवा कार्यक्रम एवं खेल मंत्रालय
Ministry of Youth Affairs & Sports
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi

हरियाणा HARYANA

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1. **Objectives of The MoU**

   a) To enhance Sports Sciences/Sports Medicine education in the country in joint collaboration with Universities and Medical Colleges in India/Abroad to enhance performance of the Athletes.
   b) To create High performance sports science/sports medicine centers in the Universities/Medical Colleges and to develop talented athletes by Imparting Scientific training to sports persons.
   c) To promote research and innovation in Sports Sciences/Sports Medicine in the Universities/Medical Colleges so as to bring up the research in sports at par with international level.

2. **Technical areas of collaboration**

   a) Academics

      UHS, Rohtak will conduct post graduate and Doctoral programs and Certification programs in Sports Sciences/Sports Medicine in various disciplines.

सुनील गर्ग / SUNIL GARG
उप सचिव / Deputy Secretary
युवा कार्यक्रम एवं खेल मंत्रालय
Ministry of Youth Affairs & Sports
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi

b) Research and Innovation:

UHS, Rohtak will conduct Research and Innovation in multi-disciplinary research areas of Sports Science/Medicine which will lead to enhancement of Sports performance. Universities/Medical Colleges would establish strong networking with researchers in India and abroad to focus on research and exchange of information in the field of Sports Science/Sports medicine.

c) Support to high performance sports person

UHS, Rohtak will support high performance sports person preparing for National and International competitions and other MYAS and SAI schemes and should work more closely with National and State sports organizations. Data and record of the sports persons should be managed by the centre and may be shared with the counterparts.

d) PhD Registration and Research Fellows:
With the mutual consent of Sports Authority of India (SAI) and Medical College/University the research fellows working in Sports Authority of India would be permitted to register for PhD degree to be awarded by the University/Medical College under Joint supervision of the research project.

e) Funding
MYAS will provide total estimated amount of Rs. 12.05 crore in 5 years to cover expenditure relating to Faculty/Scientist, Supporting staff, Equipment, Computer, AMC, Consumable and library. After 5 years the University will become self reliant to continue the scheme.

f) Report
UHS, Rohtak will submit quarterly report on the progress of work to MYAS. In case it is seen that the work done is not satisfactory and MYAS considers abandoning the project due to this, the assets created through the grants of this ministry will be taken over by this ministry accordingly.

3. <u>Confidentiality</u>

a) The MYAS and UHS, Rohtak agree to hold in confidence all information/data designated by the MYAS as being confidential which is obtained from either MYAS or created the performance of the MoU and will not disclose the same to any third party.

b) The above confidential clause under this MoU excludes the information/data possessed by MYAS or UHS, Rohtak before entering into this MoU or independently developed and/or information already available through Public Domain.

SUNIL GARG
Deputy Secretary
Ministry of Youth Affairs & Sports
Govt. of India, New Delhi

4. **Duration of MoU**

The MoU will remain in force initially for 5 year of duration. This MoU may be amended, renewed and terminated by mutual written agreement of the MYAS and at any time.

5. **Coordinators**

Both MYAS and UHS, Rohtak will designate persons who will have responsibility for co-ordination and implementation of this agreement.

6. **Signed in duplicate**

This MoU is executed in duplicate with each copy being and official version and having equal legal validity. By signing below the UHS, Rohtak acting by their duty authorized officers, have caused this Memorandum of Understanding to be executed, effective as on the day and year first written above.

On behalf of

Ministry of Youth Affairs and Sports
New Delhi

सुनील गर्ग / SUNIL GARG
उप सचिव / Deputy Secretary
युवा कार्यक्रम एवं खेल मंत्रालय
Ministry of Youth Affairs & Sports
भारत सरकार, नई दिल्ली
Govt. of India, New Delhi

Witnesses

On Behalf of

Dr HK Aggarwal Registrar.

Pt. B.D.Sharma University of Health Sciences, Rohtak

1. Name ____________

Signature ____________

Designation & Address ____

____

2. Name ____________

Signature ____________

Designation & Address ____

____

3. Name Dr ASHISH DEVGAN

Signature ____________

Designation & Address Sr. Professor Orthopedics, PGIMS, Rohtak (HR) 9812200712

4. Name Anil Kumar

Signature ____________

Designation & Address Clerk O/o Vice-Chancellor, UHS, Rtk

Dated: 19th March 2018

Place: ____________

हरियाणा HARYANA

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MEMORANDUM OF UNDERSTANDING

between

PT. BHAGWAT DAYAL SHARMA
UNIVERSITY OF HEALTH SCIENCES, ROHTAK

and

DEENBANDHU CHHOTU RAM UNIVERSITY
OF SCIENCE AND TECHNOLOGY, MURTHAL, SONEPAT

This Memorandum of Understanding (MoU) is entered into on the Nov. 20, 2018 between Pt. B.D. Sharma University of Health Sciences, Rohtak(hereinafter called UHS) and Deenbandhu Chhotu Ram University of Science and Technology, Murthal(hereinafter called DCRUST). The purpose of MoU between DCRUST and UHS is to promote Academic/Research/Healthcare/Extra-curricular activities and any other, if deemed appropriate by mutual consent of both the parties.

Objectives:

1. DCRUST and UHS, Rohtak may undertake joint educational and scientific research projects within the specified areas of interest to promote academic and research interactions and co-operations.
2. Project Proposal(s) may be formulated jointly by the concerned faculty of DCRUST and UHS, if so agreed mutually.
3. Joint sponsored projects could be undertaken with both long term and short term goals in keeping with the interests/philosophies of respective universities.

4. Joint academic/research /healthcare and extra-curricular activities could be undertaken at both university campuses.

Exchange/Deputation of Staff:

1. Both universities shall encourage lectures by the faculty/scientists of the other university in the area of academic exchange, scientific cooperation and various other facilities including healthcare, sports, extra-curricular facilities etc. Visiting scientists and appropriately qualified faculty members from either university shall be paid honorarium by the host University for the lectures delivered at mutually agreed rates.

2. There shall be a provision whereby eminent visiting faculty/scientists with specialization in the areas of cooperation at either university shall be encouraged to visit the other University for delivering lecturers/teaching.

Joint Conferences/Workshops/Courses:

1. Both universities agree to hold/conduct, wherever feasible, Joint conferences/ workshops/ training courses within the areas of common scientific interest/cooperation.

Sharing of Facilities:

1. Both DCRUST and UHS agree to share their respective important Research and Development (R&D) facilities in order to promote academic and research interactions in a user friendly manner with a spirit of healthy cooperation and professionalism in accordance with the guidelines set forth for such purpose.
2. The two universities agree to exchange software, and other material and components developed in the area of science and technology, if permissible, within rules governing the two universities.
3. Both DCRUST and UHS agree to provide access to their libraries to the students of each other for a specified period on case to case basis upon receiving such a request forwarded by the concerned Head of Department.
4. Both shall continue to provide uninterrupted passage to bona fide members of each other into their areas.

Doctoral/Masters Program Supervision

1. There shall be provision for joint supervisions/guidance with the UHS and the DCRUST faculty for M.D/Ph. D/M.Phil/other PG courses, etc. for registration in either university if so, or in a manner permitted under the respective ordinances of both the universities.

2. UHS shall extend facility to DCRUST students without engaging in a financial or other liability, wherever and under the circumstances feasible, registered for Ph.D or Masters degree courses to carry out their clinical training/thesis/ dissertation or project with one of the qualified UHS faculty member of the concerned department acting as co-supervisor and vice-versa and in a manner prescribed or as per the regulations/guidelines/instructions of the concerned program.

Areas of Cooperation:

The areas of cooperation and the mutual interest shall be clearly defined and modified by the Coordination Committee set up for the purpose with prior approval of competent authority of both the universities.

Coordination Committee:

The Coordination Committee consisting of following members shall be constituted to take policy decisions and coordinate and monitor the progress of collaborative research programme in mutual areas of interest between the two universities.

1. Vice-Chancellor, UHS or his representative
2. Vice-Chancellor, DCRUST or his representative
3. Dean Academic Affairs, UHS
4. Dean Academic Affairs, DCRUST
5. Registrar, UHS
6. Registrar, DCRUST
7. Dean, PGIMS
8. Director Research, DCRUST
9. One Senior Professor/ Professor from UHS shall act as Nodal Officer, UHS.
10. One Senior Professor/ Professor from DCRUST shall act as Nodal Officer, DCRUST.

The Nodal Officers shall liaise with members of the Co-ordination Committee for facilitating successful implementation/ continuation/ termination of such collaboration.

The Coordination Committee shall:

Meet at least once a year to

a. Review the progress of identified research progammes.
b. Approve new R&D proposals for joint collaborations and implementation on case to case basis including intellectual property rights (IPR) and financial arrangement.
c. Consider various policy issues and addition/deletion of areas of cooperation between the two universities during review.

This MoU shall initially be valid for the period of five years from the date of its signing. During the period of its validity, the MoU can be modified, or amended at any time by the Coordination Committee by mutual consent or terminated by either party giving a written notice of at least one month in advance. Both the parties will continue the work during the notice period. In the event of any emergent situation, accidental in nature or pertaining to loss of or risk to life in any way or due to natural calamities or such eventualities affecting the prestige of either university and under circumstances beyond control of either university, Vice-Chancellor of either of the two universities shall be empowered to terminate this MoU without prior notice, but complete justification by citing the reasons of such a decision be conveyed to the other party.

All disputes relating to this MoU shall be subject to the jurisdiction of the **District Courts, Rohtak**. Efforts shall be made to settle disputes, if any, through Arbitrator. The Arbitrator shall be appointed with the mutual consent of both the parties. Names of three Arbitrators shall be suggested by the interested party, out of which one may be approved by the other party within a period of two weeks of receipt of the panel consisting of the names of competent personalities. In case there could not be the mutual consent on the Arbitrator then the Arbitrator at Rohtak shall be appointed as per the Arbitration &Conciliation Act of India. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.

In witness where the two parties have signed this Memorandum of Understanding by the hand of Prof. (Dr.) H.K. Aggarwal, Registrar on behalf of Pt. B.D. Sharma, University of Health Sciences, Rohtak and by the hand of Prof. Anil Khurana, Registrar on behalf of Deenbandhu Chhotu Ram University of Science and Technology, Murthal in the esteemed presence of Vice-Chancellor of both the universities, on date, month and year referred to above.

Signature 20/11/18
Name : **Prof. (Dr.) H.K. Aggarwal**
Registrar, Pt. B.D. Sharma
University of Health Sciences,
Rohtak.
Email Id. registrar.uhsrohtak@gmail.com

Signature 20.11.2018
Name: **Prof. Anil Khurana**
Registrar, Deenbandhu Chhotu
Ram University of Science &
Technology, Murthal, Sonepat
Email Id. registrar@dcrustin.org

Witness (Name & Designation):

UHS, Rohtak

1. Signature
Dr. Rohtas K. Yadav
Dean Academic Affairs
UHS, Rohtak
rohtaskryadav@gmail.com

2. Signature
Dr. Sanjay Tewari
Principal,
PGIDS, Rohtak

3. Signature
Dr. Sarita Magu
Sr. Prof. Deptt. of Radio diagnosis,
PGIMS, Rohtak

DCRUST, Murthal

1. Signature 20/11/2018
Dr. Manoj Duhan
Professor & Chairman
ECE Department,
DCRUST, Murthal

2. Signature
Dr. Priyanka
Professor, ECE Department,
DCRUST, Murthal

3. Signature
Pawan Kumar Dahiya
A.P., ECE Department,
DCRUST, Murthal

Receipt No. 3703
Dt. 18/11/2020
Registrar Office
Pt. B.D. Sharma [illegible] Rohtak

MAHARSHI DAYANAND UNIVERSITY ROHTAK

(A State University established Haryana Act No. XXV of 1975)
'A+' Grade University Accredited by NAAC

No AC-VI/20/15317
Dated 09/11/2020

To

The Registrar,
Pt. B.D.Sharma,
University Health Sciences,
Rohtak

Sub: Renewal of MoU signed between Pt. B.D. Sharma University of Health Sciences (UHS), Rohtak and Maharshi Dayanand University (MDU), Rohtak to promote Academic/Research/Health Care/Extra Curricular activities etc..

Sir,

Kindly refer to your letter no. UHSR/Reg./F-4/2020/579 dated 02.07.2020 on the subject cited above.

In this connection, I am directed to inform you that a meeting of the Committee in the matter was held on 17.08.2020. The Vice-Chancellor has been pleased to approve the recommendations of the Committee and has ordered that the MoU be renewed for further 5 years from 21.09.2020 onwards keeping in view of the interest of both the Universities.

A copy of the MoU is enclosed herewith for your perusal.

Yours faithfully,

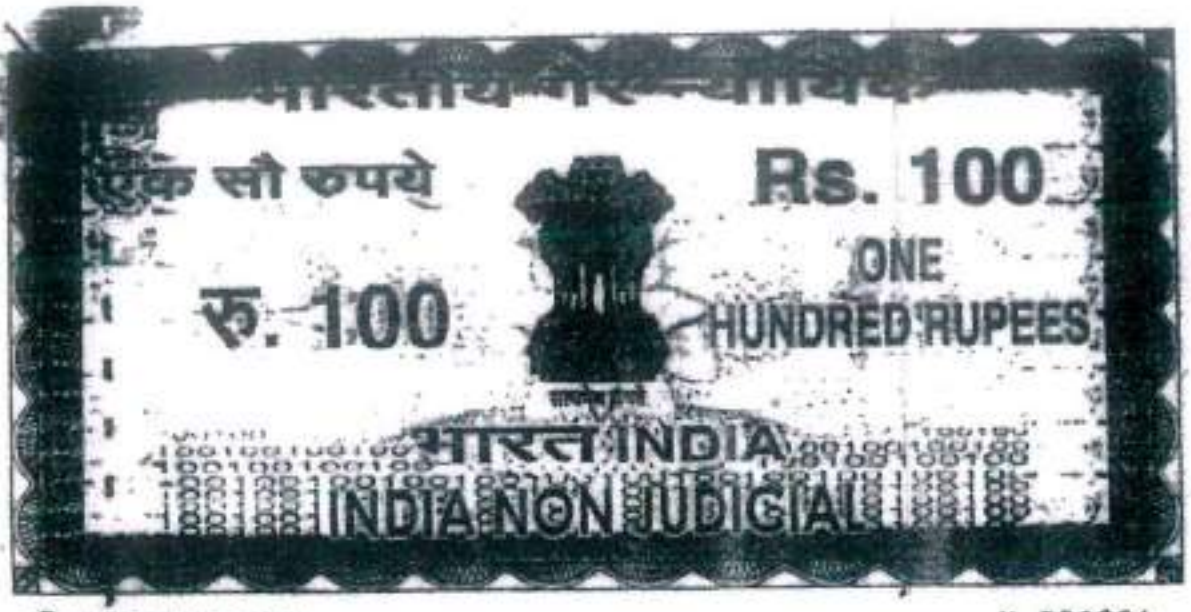
Deputy Registrar (Academic)
for Registrar

Encl: As above

Copy to:

Prof. J.P.Yadav, Dean, Faculty of Life Sciences, M.D.University, Rohtak alongwith copy of MoU.

Vice Secretary



हरियाणा HARYANA

M 508296

MEMORANDUM OF UNDERSTANDING

between

PT. BHAGWAT DAYAL SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

and

MAHARSHI DAYANAND UNIVERSITY, ROHTAK

This Memorandum of Understanding (MoU) is entered into on the 21st September, 2015 between Pt. B. D. Sharma University of Health Sciences (UHS), Rohtak and Maharshi Dayanand University (MDU) Rohtak. The purpose of MoU between MDU and UHS is to promote Academic/Research/Healthcare/Extra-curricular activities and any other, if deemed appropriate by mutual consent of both the parties.

Objectives:

1. MDU and UHS, Rohtak may undertake joint educational and scientific research projects within the specified areas of interest to promote academic and research interactions and co-operations.
2. Project Proposal/(s) may be formulated jointly by the concerned faculty of MDU and UHS, if so agreed mutually.
3. Joint sponsored projects could be undertaken with both long-term and short-term goals in keeping with the interests and philosophies of respective universities.
4. Joint academic/research/healthcare and extra-curricular activities could be undertaken at both university campuses.

Exchange/Deputation of staff:

1. Both universities shall encourage lectures by the faculty/scientists of the other university in the area of academic exchange, scientific cooperation and various other facilities including healthcare, sports, extra-curricular facilities, etc. Visiting scientists and appropriately qualified faculty members from either university shall be paid honorarium by the host university for the lectures delivered at mutually agreed rates.
2. There shall be a provision where by eminent visiting faculty/scientists with specialization in the areas of cooperation at either university shall be encouraged to visit the other university for delivering expert lectures/teaching.

Joint Conferences/Workshops/Courses:

1. Both universities agree to hold/conduct, whenever feasible, joint conferences/workshops/ training courses within the areas of common scientific interest/cooperation.

Sharing of Facilities:

1. Both MDU and UHS agree to share their respective important Research and Development (R&D) facilities in order to promote academic and research interactions in a user friendly manner with a spirit of healthy cooperation and professionalism in accordance with the guidelines set forth for such purpose.
2. The two universities agree to exchange software and other material and components developed in the area of science and technology, if permissible, within rules governing the two universities.
3. Both MDU and UHS agree to provide access to their libraries to the students of each other for a specified period on case to case basis upon receiving such a request forwarded by the concerned Head of Department.
4. Both shall continue to provide uninterrupted passage to bonafide members of each other into their areas.

Doctoral/Masters Program Supervision

1. There shall be provision for joint supervision/guidance with the UHS and the MDU faculty for M.D/Ph.D/M.Phil/other PG courses, etc. for registration in either university if so, or in a manner permitted under the respective ordinances of both the universities.
2. UHS shall extend facility to MDU students without engaging in a financial or other liability, whenever and under the circumstances feasible, registered for Ph.D or Masters degree courses to carry out their clinical training/thesis/dissertation and project work at UHS with one of the qualified UHS faculty member of the concerned department acting as co-supervisor and vice-versa and in a manner prescribed or as per the regulations/guidelines/instructions of the concerned program.

Areas of Cooperation:

The areas of cooperation and the mutual interest shall be clearly defined and modified by the Coordination Committee set up for the purpose with prior approval of competent authority of both the universities.

Coordination Committee:

The Coordination Committee consisting of following members shall be constituted to take policy decisions and coordinate and monitor the progress of collaborative research programme in mutual areas of interest between the two universities.

(i) Vice Chancellor, MDU or his representative
(ii) Vice Chancellor, UHS or his representative
(iii) Dean Academic Affairs, MDU
(iv) Dean Academic Affairs, UHS
(v) Registrar, MDU
(vi) Registrar, UHS
(vii) Director Research, MDU
(viii) Director PGIMS
(ix) One faculty member of the level of Senior Professor from UHS shall be designated as Member Secretary/Coordinator of the Committee for the purpose of facilitating successful implementation/continuation/termination of such collaboration.

Superintendent (Academic)
Maharshi Dayanand University,
ROHTAK

The Coordination Committee shall:

Meet at least once a year to

a. review the progress of identified research programmes
b. approve new R&D proposals for joint collaborations and implementation on case to case basis including intellectual property rights (IPR) and financial arrangement.
c. consider various policy issues and addition/deletion of areas of cooperation between the two universities during review.

This MoU shall initially be valid for the period of five years from the date of its signing. During the period of its validity, the MoU can be modified, or amended at any time by the Coordination Committee by mutual consent or terminated by either party giving a written notice of atleast one year in advance. In the event of any emergent situation, accidental in nature or pertaining to loss of or risk to life in any way or due to natural calamities or such eventualities affecting the prestige of either university and under circumstances beyond control of either university, Vice Chancellor of either of the two universities shall be empowered to terminate this MoU without prior notice, but complete justification by citing the reasons of such a decision be conveyed to the other party.

All disputes relating to this MoU shall be subject to the jurisdiction of the District Courts, Rohtak. Efforts shall be made to settle disputes, if any, through Arbitrator. The Arbitrator shall be appointed with the mutual consent of both the parties. Names of three Arbitrators shall be suggested by the interested party, out of which one may be approved by the other party within a period of two weeks of receipt of the panel consisting of the names of competent personalities. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.

In witness where the two parties have signed this Memorandum of Understanding by the hand of Prof. (Dr.) Sarla Hooda, Registrar on behalf of Pt. B. D. Sharma University of Health Sciences, Rohtak and by the hand of Dr. S. P. Vats, Registrar on behalf of Maharshi Dayanand University, Rohtak in the esteemed presence of Vice-Chancellors of both the universities, on date, month and year referred to above.

Signature
Name :Prof. (Dr.) Sarla Hooda
Registrar, Pt. B.D.Sharma
University of Health Sciences,
Rohtak

Dated : 21st September, 2015

Signature 21/9/2015
Name : Dr. S.P. Vats
Registrar, M.D. University
Maharshi Dayanand University
Rohtak Haryana (India)

Witness (Name & Designation) :

1. Prof. (Dr.) V.K.Jain
Pro Vice Chancellor
Pt. B.D.Sharma University
of Health Sciences,Rohtak

2. Prof. (Dr.) R.K.Gupta
Director,Pt. B.D.Sharma Postgraduate
Institute of Medical Sciences, Rohtak

3. Deputy Registrar
Pt. B.D.Sharma University
of Health Sciences, Rohtak

1. Dr. V.K.Sharma
Director Research
M.D.University, Rohtak

2. Dr. J.P.Yadav
Prof. Department of Genetics
M.D.University, Rohtak

3. Deputy Registrar (Academic)
M.D. University Rohtak

The above MoU had been renewed further for 5 years from 21.09.20 onwards.

Superintendent (Academic)
Maharshi Dayanand University
ROHTAK

Deputy Registrar (Academic)
Maharshi Dayanand University
Rohtak

Affidavit

Indian-Non Judicial Stamp
Haryana Government

Date : 17/11/2021

Certificate No. R0Q2021K399

GRN No. 84206085

Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

Deponent

Name : Registrar Uhs Rohtak

H.No/Floor : X Sector/Ward : X Landmark : X

City/Village : Rohtak District : Rohtak State : Haryana

Phone : 82******78

Purpose : M O U to be submitted at Any office

MADHO PARSAD SETHI
STAMP VENDOR, ROHTAK

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MEMORANDUM OF UNDERSTANDING

Between

Pt. B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES

AND

ASHOKA UNIVERSITY

This Memorandum of Understanding ("MOU") is entered into on this 23rd day of November 2021 by and between:

Pt. B.D. Sharma University of Health Sciences ("**UHS**") having its place of business at UHS2, Dariyao Nagar, Rohtak, Haryana,124001, India, represented by and through its Post Graduate Institute of Medical Sciences (PGIMS) and

Ashoka University ("**ASHOKA**"), a private, non-profit University offering multidisciplinary courses in liberal arts and sciences, having its Campus at Rajiv Gandhi Education City, Sonipat, Haryana 131029, India, represented by and through its Trivedi School of Biosciences by its Registrar, Sachin Sharma.

Here in after referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS UHS is a leading research university where researchers and students are making contributions in biomedical science, medical education and clinical care and UHS has the mission to provide excellent knowledge as well as rigorous training that prepares students to meet scientific and clinical challenges. With the highest caliber faculty, standards of education, state-of the-art facilities for medicine, research and patient care, UHS is home to PGIMS - one the best medical institutions in India.

WHEREAS ASHOKA is a pioneer in its focus on providing education that has strong emphasis on foundational knowledge with an inter-disciplinary approach, supported through academic research and hands-on experience with real world challenges. Biological science and its applications for addressing societal problems is a key area of academic focus. This is proposed to be furthered by the Trivedi School of Biosciences (TSB), which will focus on emerging and frontier areas of biosciences through three interconnected and interdisciplinary

research centers–Center for Disease Biology, Center for Inflammation Biology, and Center for Synthetic Biology. These centers will carry out cutting edge research and support the training of future leaders to enable better understanding of diseases and catalyze the development of novel solutions that address health challenges in India.

WHEREAS the Parties recognize the mutual interest in:

Promoting and conducting high-quality research to strengthen and accelerate the development of lifesaving prevention, treatment and management tools and solutions against the diseases that are of public health priority in India, through joint research activities and academic interchanges on the basis of complementarily, synergies, reciprocity, and mutual benefit.

SECTION 1

GENERAL SCOPE

1. This MOU establishes the general framework of intended collaboration for promoting and conducting research **on human immunology, vaccines, infectious, chronic, and non-communicable diseases**.
2. The Parties intend to strengthen their collaboration, in conformity with the mission and objectives of each Party, to cover, inter-alia, the following:
    a. Build joint collaborative research project/program that integrates leading edge basic, translational and clinical research around decoding the human immune system, of host-pathogen interactions and the generation of effective immunity to accelerate the development of new diagnostics, vaccines and immune therapies – with special interest in hard-to-treat and emerging infectious diseases, autoimmune diseases, cancers and other chronic metabolic disorders.
    b. Advancing interdisciplinary research in basic and applied immunology, and also in allied areas of modern biotechnology, biological sciences, computational biology, and molecular medicine.
    c. Exchange of materials and information based on mutual capabilities and synergies for development of tools and solutions that prevent and cure diseases.
    d. Joint training, fellowships, exchange visits, knowledge and technology transfer for cross-learning, capacity building for recruiting and developing a diverse group of students, researchers and innovative leaders in biomedical science, public health, medical education, and clinical care.
    e. Organize symposia, conferences, meetings, including, but not limited to education, advocacy and creating an enabling environment around the conductof human immunology research studies.
    f. Facilitate knowledge sharing and communication among scientists, epidemiologists, clinicians, public health professionals and industry in research areas of mutual interest.
    g. Explore joint funding and resource mobilization efforts.
    h. Any other area as mutually decided between the Parties if and to the extent consistent with applicable statutes, regulations and policies.

    The implementation of each part will be addressed in a subsequent agreement as and where needed.
3. The Parties may collaborate in any other manner as by mutual arrangement (or as determined jointly). All activities described in and/or pursued by the Parties under this MOU are subject to the availability of personnel, resources, and funds. The MOU imposes no obligations on the Parties, including funding obligations.

SECTION 2

RESPONISIBILITIES OF THE PARTIES

1. UHS will provide:
    a. PGIMS's expertise in conducting clinical research in human subjects including subject recruitment, acquiring consent, sample collection, and related activities within the scope of research involving human subjects.
    b. PGIMS will serve as the clinical center for sample collection from individuals who have volunteered to participate in research studies. The human samples collected by PGIMS will be used for further processing and analysis; each to be done on-site at UHS or after transport to ASHOKA.
    c. Facilitation of collaborative research by sharing of data, resources, and knowledge arising from it.
    d. Access to clinical research samples within the applicable scope of the rules governing ethical research in human subjects.
    e. Facilitation of visits of ASHOKA personnel to UHS within the applicable scope of the rules.

REGISTRAR, UHS is responsible for the conduct of the above-mentioned research, in adherence with ethical guidelines and approval from the Institutional Ethics Committees of ASHOKA and participating hospitals/clinical centers.

2. ASHOKA will provide;
    a. Facilitation of collaborative research by sharing of data, resources, and knowledge arising from it.
    b. Formulation of standardized experimental, analysis and data storage protocols.
    c. Facilitation of visits of UHS personnel to ASHOKA within the applicable scope of the rules.
    d. Access to network of scientists, clinicians, samples, clinical data, equipment, technology platforms, and core facilities.
    e. Engagement with industry, start-ups, innovation centers and other relevant Indian institutions for accelerating joint research initiatives.
    f. Arrangement for series of structured joint workshops, mentoring programs and academia-industry interactions for capacity building.
    g. Formulation and conduct of research and publications using the technology and information gathered from joint projects.

Ashoka University is responsible for the conduct of the above-mentioned research, in adherence with ethical guidelines and approval from the Institutional Ethics Committees of ASHOKA and participating hospitals/clinical centers.

SECTION 3
INTELLECTUALPROPERTY

1. Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of the relationship governed by this MOU ("Pre-existing Materials"). No license or other permission to useany Pre-existing Materials is granted or implied by this MOU or any activities conducted hereunder, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this MOU.

2. The parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the relationship and activities contemplated by this MOU. The parties agree that ownership of any such proprietary

materials shall be governed and determined by applicable law. To the extent that applicable law would grant sole ownership of any such proprietary materials to a party to this agreement or to any individual employee or other representative of a Party, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party. To the extent that applicable law would grant joint ownership of any such proprietary materials to two or more parties to this agreement or any of their individual employees or representatives, all such rights are expressly reserved, and this MOU and any activities conducted here under shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any party that is not a joint owner and shall not waive or alter the rights of any joint owner.

3. The parties acknowledge that the activities of any other individual employees or other representatives shall be subject to the intellectual property policies of their respective institutions.
4. Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research, data, data compilations, or copyrightable expression.

5. Any manuscripts or other potential publications or distributions resulting from joint research carried out in the framework of the MOU must be reviewed and approved by UHS and ASHOKA before they are submitted to an outside party.

6. Projects of co-edited works or any other project will be addressed in agreements which specify the obligations and the rights of the parties.

7. Neither Party may use any identifying marks of the other without the express written permission of the other Party.

SECTION 4

MONITORING AND EVALUATION

1. The Parties intend to establish a Joint Steering Committee (JSC) to further elaborate the details of cooperation and to oversee the implementation of this MOU. The JSC is intended to be used for outlining the development of strategic plans for collaboration, recommending areas and topics for joint activities, developing collaborative research project solicitations, facilitating the expedited review and clearance of collaborative proposals, fostering other joint activities to advance research on human immunology and disease, monitoring of specific programs or projects, defining the financial, operational and administrative terms of cooperation and arranging any required supplementary agreements.

2. The members of the JSC shall be identified by the Parties, and a co-chair may be chosen by each side. The Parties shall decide on the number of members, which shall be no less than four (two selected by each Party). The JSC may meet regularly via videoconference, teleconference, web-assisted conference, or in face-to-face meetings when both Parties agree. Notwithstanding the foregoing, the Parties intend the JSC to meet at least once a year, or at any time agreed upon by the Parties, to review the implementation of the MOU. In certain circumstances if a meeting cannot be held, the Parties intend that JSC members shall exchange documents in lieu of such meeting. The composition of the JSC and venue for its meeting may be mutually decided upon by the Parties.

SECTION 5

COMPLIANCE

1. The Parties recognize that the ethical and proper conduct and administration of joint research programs, projects, and activities must be compliant with all pertinent rules, regulations, policies, procedures, and laws of the Government of India, state government and other funding sources. These policies include, without limitation, institutional, as well as national and international policies, and standards that apply to effort certification, cost accounting standards, regulations, and laws on the protection of human and animal subjects as well as transfer of biological material in any research, conflict of interest in research, institutional and individual relationships with vendors, academic misconduct, and nepotism.
2. The Parties agree that, in fulfilling their respective obligations and duties under this MOU, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.
3. The Parties represent, warrant, and agree that they have not, and will not, take any action related to or arising out of this MOU, which action in any way violates, or aids or abets any violation of the anti-corruption laws of any country. Specifically, and not in limitation of the foregoing, the Parties represent, warrant, and agree that they have not, and will not, in connection with this Agreement, request or make any offer, payment, gift, promise of payment or gift, or any authorization of an offer, payment or giving of money or anything of value to any government official, political party or official thereof, or to any candidate for political office, or to any other person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any government official, political party or official thereof, or candidate for political office, for the purpose of influencing any act or decision of such entity or person or inducing such entity or person to do or omit to do any act in order to obtain or retain business or otherwise secure any improper advantage.

SECTION 6

SETTLEMENT OF DISPUTES

The Parties intend to resolve any disputes or differences arising under this MOU amicably through mutual consultations and negotiations. Where a conflict in policies or law exists, the JSC will employ experts from UHS and ASHOKA to resolve the conflict. All disputes relating to this MoU shall be subject to the jurisdiction of the **District Courts, Rohtak**. Efforts shall be made to settle disputes, if any, through Arbitrator. The Arbitrators shall be suggested by the interested party, out of which one may be approved by the other party within a period of two weeks of receipt of panel. In case there could not be the mutual consent on the Arbitrator, then the Arbitrator at Rohtak shall be appointed as per the Arbitration & Conciliation Act of India. Each party shall be liable for non-performance or indemnity for causing loss to patents and not abiding by the responsibilities and liabilities.

SECTION 7

APPLICABLELAWS

The Parties intend to perform all activities conducted pursuant to this MOU in accordance with the respective laws and regulations of India.

SECTION 8

TERM and TERMINATION

1. The MOU shall have a term of five (05) years from the date of execution. It is understood that this MOU may be subject from time to time to revision or modification by mutual agreement. Furthermore, any Party may terminate the MOU unilaterally with sixty (60) days prior written notice to the other Party [ies] in whole or in part as deemed prudent by any Party in its sole discretion. If the MOU is terminated neither Party shall be liable to the other for any monetary or other losses that may result.
2. This MOU is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of the institutions involved and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either institution, nor may any constraints be imposed by either upon the other.

SECTION 9

CONFIDENTIALITY

1. "Confidential Information" means all non-public information that is marked as "confidential" or is otherwise designated by one party to the other party as confidential and which is disclosed by one party ("Disclosing Party") to the other party ("Recipient Party"), including but not limited to personally-identifiable information. The Recipient Party agrees to employ reasonable efforts to maintain the confidentiality of the Confidential Information, such efforts to be no less than the degree of care employed by the Recipient Party to preserve and safeguard its own confidential information, provided that the Recipient Party shall use at least reasonable care. The Confidential Information shall not be disclosed or revealed to anyone except to employees, agents, students and affiliates of the Recipient Party who have a need to know the Confidential Information and who have been informed of the confidential nature of the information.
2. The Recipient Party shall use the same level of care in protecting and securing Confidential Information as it uses for its own information of like kind and quality, but in no case shall the Recipient Party use less than a reasonable standard of care in protecting and securing Confidential Information. The Recipient Party acknowledges and agrees that said reasonable standard of care shall include, at a minimum, (a) restrictions on physical access to hard copies of Confidential Information of the Disclosing Party and to computers, storage media, or other devices that contain Confidential Information; and (b) industry standard technological safeguards to authenticate users and prevent unauthorized access and other intrusions. Additional security requirements may apply if Recipient Party is receiving any patient or student information.
3. For purposes of the MOU, Confidential Information shall not include information that (i) Is or becomes publicly and generally known through no fault of Recipient Party; or (ii) can be established by Recipient Party to have been known to Recipient Party at the time of receipt; or (iii) is received by Recipient Party from a third party who is not bound by any obligation of non-disclosure. Recipient Party may disclose Confidential Information to the extent required by a court order or other legally obligatory request or demand, provided, however, that: (A) Recipient Party shall promptly notify the Disclosing Party of any such order, request, or demand; (B)Recipient Party shall refrain from disclosing any Confidential Information during the pendency of any motion or other legal request by disclosing party to prevent or narrow the scope of any order, request, or demand; (C) Disclosing Party shall disclose only as much Confidential Information as is legally required; and (D) Disclosing Party shall designate any Confidential Information disclosed as "confidential" pursuant to any applicable protectiveorderorotherequivalentmechanismforrestrictingdisclosureof information.
4. Upon request from the Disclosing Party, the Recipient Party shall, at the Disclosing Party's election, either return to the Disclosing Party or permanently or securely destroy all Confidential Information in Recipient Party's possession or control, including all print, electronically-stored, or other copies thereof.

SECTION 10

MISCELLANEOUS

1. The MOU shall be referenced in any program agreement executed between the Parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each Party.
2. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The MOU is the sole agreement between the Parties concerning the subject matter here of and shall not be altered or amended except in writing duly executed by all Parties. Should any part or provision of this MOU, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this MOU had been executed with the invalid or illegal portions thereof eliminated.
3. The Parties shall pursue the objectives of this MOU on the basis of non-exclusivity.

   Neither the Parties, nor their affiliates, employees nor agents shall be restricted from making any arrangement or agreement with any third party relating to immunology research.
4. Neither Party may issue a press release or otherwise disclose the existence or terms of this MOU without the prior written consent of the other Party; provided, however, that once the existence or any terms or conditions of this MOU has been publicly disclosed in a manner mutually and reasonable agreed-to by the Parties, either Party may republish the facts previously disclosed without the prior consent of the other Party.

IN WITNESS WHERE OF, the undersigned hereby execute this Memorandum of Understanding as of the dates written below.

For: ASHOKA UNIVERSITY

Signature:_____
Sachin Sharma, Registrar
Ashoka University, Sonipat

Witness:

Signature_____
Rama Akondy, PhD Faculty
Ashoka University, Trivedi School of Biosciences, Sonipat

Place: ROHTAK

Date: 23-11-2021

For: Pt. B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES

Signature:_____
Prof. (Dr.) H.K. Aggarwal, Registrar
Pt. B.D. Sharma University of Health Sciences, Rohtak

Registrar,
Pt. B.D. Sharma
University of Health Sciences,
Rohtak-124001 (Haryana)

Signature_____
Dr. Dhruva Chaudhary, Sr. Prof. & Head,
PCCM Deptt. & Nodal Officer, Pt. B.D. Sharma University of Health Sciences, Rohtak

తెలంగాణ तेलंगाना TELANGANA

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CLINICAL TRIAL AGREEMENT

THIS CLINICAL TRIAL AGREEMENT (hereinafter referred to as the "Agreement"), is entered on _____ of _____ (hereinafter referred to as the "Effective Date"), is entered into by and between:

Pandit Bhagwat Dayal Sharma University of Health Sciences, a Medical Hospital situated at PGIMS Room no 428, Department of Pharmacology, Directorate Office of Rohtak, Pt BD SHARMA, PGIMS UHS, Rohtak, HARYANA, [hereinafter referred to as "***Site***" or "***Institution***"], which expression shall unless it is repugnant to this context or meaning thereof be deemed to include its successors, and permitted assigns] of the FIRST PART;

AND

Dr Savita Verma, Professor, Department of Pharmacology, hereinafter referred to as "***Principal Investigator (PI)***" and which expression shall unless it is repugnant to this context or meaning thereof be deemed to include its successors and permitted assignsof the SECOND PART;

AND

Bharat Biotech International Limited, a company incorporated under the Company's Act, 1956 having its registeredoffice situated at Genome Valley, Shameerpet, Hyderabad 500078, Telangana, India.[hereinafter referred to as"***Sponsor***" and which expression shall unless it is repugnant to this context or meaning thereof be deemed to include its successors and permitted assignees] of the THIRD PART.

WHEREAS, Sponsor is a leading Biotechnology company involved in research & development, clinical trials and manufacturing of vaccines and bio-pharmaceuticals, and has considerable technology, trade secret, know-how and research experience in relation to the manufacturing and commercial production of vaccines and bio-therapeutics and has also established its marketing and distribution network for such product(s) in India as well as abroad;

WHEREAS, the Pandit Bhagwat Dayal Sharma University of Health Sciences is a hospital with qualitative and excellent patient care services.

WHEREAS Sponsor desires to collaborate with the Institution for the conduct of the clinical trial according to the rules and regulations in full compliance of the GCP guidelines and applicable regulatory requirements for the **"Covid-19 Phase 3 study" "titled"** An Event-Driven,Phase3, Randomized, Double-blind, Placebo-controlled, Multicenter Study to Evaluate the Efficacy, Safety, Immunogenicity, and Lot-to-Lot consistency of BBV152, a Whole virion Inactivated SARS-CoV-2 Vaccine in Adults≥18Years of Age". Protocol Number: BBIL/BBV152-C/2020 (hereinafter referred to as the **"Clinical Trial)"**and any amendments thereto;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1 DEFINITIONS

The following words and phrases as used in this Agreement shall have the following meanings:

1.1 "Protocol" means document that describes the objective(s), design, methodology, statistical considerations, and organization of a clinical trial; the document(s) contains a study plan, on which the clinical trial is based.

1.2 "Adverse Event (AE)" means any untoward medical occurrence in a patient or clinical investigation subject administered a pharmaceutical product and that does not necessarily have a causal relationship with this treatment. An AE can therefore be any unfavorable and unintended reaction (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of the medicinal (investigational) product, or may or may not be related to the medicinal (investigational) product.

1.3 "Auditor" means a person being a representative of the Sponsor who is authorised to carry out a systematic review and independent examination of Clinical trial and/or related activities and documents to determine whether the evaluated clinical trial and/or related activities were conducted, and the data were recorded, analyzed and accurately reported according to the protocol, the Sponsor's Standard Operating Procedures, GCP and regulatory requirements, as may be applicable.

1.4 "Subject" means an individual, whether a patient or not, who participates in the clinical trial as a recipient of Investigational Medicinal Product.

1.5 "Clinical trial" means an investigation to be conducted at an investigational site in accordance to an approved protocol.

1.6 "GCP" (Good Clinical Practice) shall mean the regulations and guidelines established by CDSCO (Central Drugs Standard Control Organization) or International Council for Harmonization of Technical Requirements for Pharmaceuticals for Human Use (ICH).

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1.7 "GLP" (Good Laboratory Practice) shall mean the procedures for the conduct of non-clinical laboratory studies on a drug substance or medical device that assure the quality and integrity of safety data, which are generated for products regulated by the regulatory agencies to support an application for research or a marketing permit as the case may be.

1.8 "Informed Consent" shall mean consent obtained from a subject that complies with guidelines established by the Declaration of Helsinki, GCP guidelines, and all the applicable laws, and/or standards governing the participation of Subjects in trials.

1.9 "Confidential Information" means any and all information including without limitations data, trade-secret, Know-How and material of any nature belonging to the Sponsor and/or its Affiliates or to any Clinical/ Contract Research Organization (CRO) which any Party may receive or obtain in connection with this Agreement, the release of which is likely to prejudice the commercial interest(s) of the Sponsor and/or the Institution /CRO respectively, or which is a trade secret or Know-How. The term 'Confidential Information' also includes Protected Health Information which relates to any patient/subject in the Clinical trial or his/her treatment or medical history, or other information. Confidential Information does not include information:

a) Information which is already in the public domain or comes into the public domain, through no fault of the Receiving Party as evidenced by tangible records;

b) Information learned by the Receiving Party from a Third Party other than the Disclosing Party entitled to disclose such information not through a breach of any obligation of confidence;

c) Information already known to the Receiving Party before receipt thereof from the Disclosing Party, as shown by prior tangible records;

d) Information released with the written consent of the Disclosing Party pursuant to the conditions of such consent.

e) Information that is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information, as evidenced by tangible records.

1.10 "Disclosing Party" - For the purposes of this Agreement the Party disclosing the confidential information will be referred to as the "Disclosing Party".

1.11 "Intellectual Property Rights" means patents, trademarks, trade names, service marks, domain names copyrights, trade-secret, Know-How, Clinical trial data, Clinical trial reports, rights in and to databases (including rights to prevent the extraction or reutilization of information from a database), design rights, topography rights and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered/granted and/or either may include applications for registration of any of them or may not have applied for registration but still would be considered to include as Intellectual Property.

1.12 "Know How" means all technical and other information which is not in the public domain (other than as a result of a breach of confidence), including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, procedures, designs for experiments and tests and results of experimentation and testing, processes, specifications and techniques, laboratory records, clinical data, manufacturing data and information contained in submissions to regulatory

authorities, whether or not protected by Intellectual Property Rights or any applications for such rights.

1.13 "Party" means either the Sponsor or the Institution, and except where otherwise provided "Parties" shall mean both of them.

1.14 "Inspector" means a person, acting on behalf of a Regulatory Authority, who conducts an official review of documents, facilities, records and any other resources that are deemed by the Regulatory Authority to be related to the clinical trial and that may be located at the Trial site.

1.15 "Receiving Party" - For the purposes of this Agreement the Party receiving the confidential information will be referred to as the "Receiving Party".

1.16 "Regulatory Agency(s)" - "Regulatory Agency(s)" shall mean any and/or all agencies of any country with jurisdiction to regulate, audit or otherwise review the research process, administration or facilities used in the conduct of the study and/or its result(s).

1.17 "Third Parties" - "Third Parties" shall mean any person/s, other than the Sponsor, Site, Principal Investigator or subjects, performing paid functions in connection with the study and/or requiring separate contractual agreements.

1.18 "Monitor" shall mean one or more person appointed by the Sponsor to monitor compliance of the clinical trial with GCP, regulations, SOPs and Study Protocol and to conduct source data verification.

1.19 "Principal Investigator" shall mean the person who has been mutually agreed upon by the Parties and who will lead and co-ordinate the work of the clinical trial at the trial site/s on behalf of the Institution or any other person as may be agreed from time to time between the Parties as a replacement.

1.20 "Site" means any premises, public or private entity or agency or medical or dental facility in which the clinical trial is being or will be conducted.

1.21 "Serious Adverse Event (SAE)" or Bodily Injury shall mean only any untoward medical condition that occurs at any dose of the study vaccine:

a) Results in death,
b) Is Life-threatening,
c) Requires inpatient hospitalization or prolongation of existing hospitalization,
d) Results in persistent or significant disability/incapacity, or
e) When it is a congenital anomaly/birth defect.

1.22 "Investigational Medicinal Product (hereinafter also referred as Investigational Vaccine or Study Drug" shall mean any drug(s)/vaccine administered to Subjects pursuant to a Protocol.

1.23 "Study Personnel" means any person involved in or with the study team who is involved in conducting the study at site level.

1.24 "Subjects" shall mean the volunteers (healthy or patient) who participate in the Study.

1.25 "Sub-Investigator" means any individual member of the team designated and supervised by the Principal Investigator at a trial site to perform critical trial-related procedures.

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1.26 "Standard Operating Procedure (SOP)" means detailed, written instructions to achieve uniformity of the performance of a specific function.

2 SERVICES AND OBLIGATIONS

2.1. Scope

2.1.1 Site and Principal Investigator (PI) shall perform its/her/their obligations as per the terms and conditions of this Agreement, and as per the SOP, Protocol or any other instruction notified by the Sponsor to the Site and/or Principal Investigator, as the case maybe. The Site/ Institution shall have an obligation or responsibility along with the PI to the extent of vicarious liability only.

Sponsor requires the conduct of clinical research activities in course of its business and wishes to collaborate with the Institution and they desire to collaborate with the Sponsor for the conduct of **"COVID-19 Phase-III study" titled** "An Event-Driven, Phase3, Randomized, Double-blind, Placebo-controlled, Multi-center Study to Evaluate the Efficacy, Safety, Immunogenicity, and Lot-to-Lot consistency of BBV152, a Whole virion Inactivated SARS-CoV-2 Vaccine in Adults≥18Years of Age". Protocol Number: BBIL/BBV152-C/2020

2.2. Conduct of Study

2.2.1 Institution represents that the Principal Investigator has the necessary expertise to perform the Clinical trial and that the Principal Investigator meets and will continue to meet the conditions set out in this Agreement. The Institution shall be responsible to the extent of vicarious liability for the acts and/or omissions of the Principal Investigator and/or study coordinator under this Agreement.

2.2.2 Institution shall notify the Sponsor if the Principal Investigator ceases to be associated with the Institution at the earliest possible instance, and shall use its best endeavors to find a replacement acceptable to the Sponsor. If no mutually acceptable replacement can be found, the Sponsor may terminate this Agreement pursuant to clause 9.2 of this Agreement.

2.2.3 Principal Investigator hereby agrees to conduct the study in accordance with this Agreement, Study Protocol, applicable guidelines, regulations and SOPs. Institution shall also follow, and shall ensure that the study personnel (defined in clause 2.2.5 of this Agreement) strictly comply with the Sponsor's instructions as they relate to the institution's and/or the Principal Investigator's performance under this Agreement.

2.2.4 Site or Principal Investigator, as may be applicable, shall ensure that all individuals and entities that perform any portion of the study under the Principal Investigator's supervision (the "**Study Personnel**") conduct the study in accordance with the Protocol and the terms and conditions defined in this Agreement. Further, Institution and the Principal Investigator shall ensure that all study personnel are trained in the Protocol, SOPs, applicable guidelines and regulations. Institution and Principal Investigator, as may be applicable, shall also ensure that:

a. The conditions mentioned below that are applicable to the Principal Investigator and are ensured by and is responsibility of Site that (the term "he" shall include "she") is free to participate in the Clinical trial and there are no rights which may be exercised by or obligations owed to any third party which might prevent or restrict his (the term "him" shall include "her") performance of the obligations detailed in this Agreement.

b. Principal Investigator is not involved in any misconduct or scientific fraud litigation, enquiry or investigation by CDSCO, US-Food and Drug Administration (FDA), the

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Medicines and Healthcare Products Regulatory Agency (MHRA), the European Medicines Agency (EMA), or any other regulatory authority(s). No data produced by her in any previous clinical study has been rejected because of concerns as to its accuracy or because it was generated by fraud.

c. She has considered, and is satisfied that, facilities appropriate to the clinical trial are available to him at the Trial site(s) and that he is supported, and will continue to be supported, by medical and other staffs of sufficient number and experience.

d. Principal Investigator shall be responsible for obtaining and maintaining all approvals from the relevant Institutional Research Ethics Committee for the conduct of the Clinical trial and the Principal Investigator shall keep the Sponsor fully apprised of the progress of Ethics Committee submissions and shall upon request provide the Sponsor with all correspondence relating to such submissions. The Principal Investigator shall not consent to any change in the Protocol requested by a relevant Ethics Committee without the prior written consent of the Sponsor.

e. The Principal Investigator shall be responsible for the recruitment of subjects and performance of the Study in accordance with the agreed upon timelines and the Protocol, as well as for the completeness and correctness of all the data so collected.

f. The Institution and the PI shall ensure that the rights and welfare of the study subjects are protected.

g. That the Site is solely responsible for obtaining and maintaining valid licenses, approvals, and other authorizations from the competent authorities, as may be required by the Site for the conduct of the Clinical trial under this Agreement, as per the applicable laws in India, including without limitation, intimation to State Biodiversity Board(s) for obtaining biological resources under the provisions of the Biological Diversity Act, 2002. Provided that any application under the Biological Diversity Act, 2002 may be submitted by the Sponsor directly. However, the Site shall intimate the Sponsor and cooperate with the Sponsor and furnish all such information as may be necessary to obtain any biological sample. Site shall immediately submit a copy of all such licenses, approvals, intimations and other authorizations, as required hereunder this clause, to the Sponsor.

h. Site shall not obtain any biological sample without prior intimation to the Sponsor, and shall not proceed for obtaining any biological sample unless the Sponsor has confirmed to obtain any such biological samples to the Site.

i. Principal Investigator shall start to conduct the study as soon as all of the following events have occurred:

   i. The Study has been approved by the responsible Ethics Committee(s) and the competent Regulatory Authority and registered with the Clinical Trial Registry-India;

   ii. The Site initiation visit at the institution has been performed and

   iii. All study-related documents and the investigational medicinal product have been delivered to the Site and/or the Principal Investigator.

   iv. Principal Investigator has to perform his obligations as per GCP regulatory guidelines which shall be ensured and managed by Institution.

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v. Principal Investigator shall deal directly with the Sponsor for monitoring, data checking, data retrievall and other activities, as may be required, related with the clinical trial study.

2.2.5 Institution ensures that any or all personnel including but not limited to the Principal Investigator, Sub- Investigator, Study personnel and the Site itself shall not undertake to or assist in or conduct or aid to conduct or be involved in, directly or indirectly in any possible manner, any clinical study same or similar to the subject matter of the protocol of this Agreement.

2.3. Regulatory Compliance of Study

2.3.1. Each party shall perform its obligations under this agreement with due diligence and in strict compliance with:

a) All applicable laws and regulations applicable to the conduct of clinical trial, including without limitation the Drugs and Cosmetics Act 1940, the Drugs and Cosmetics, Rules 1945, the Indian Council of Medical research guidelines and the Medical Council of India Act, 1956.

b) All generally accepted standards of good clinical practice, including without limitation the current Good Clinical Practices Guidelines and the Ethical Principles of the World Medical Association Declaration of Helsinki and ICMR National Ethical Guidelines for Biomedical and Health Research involving Human Participants.

c) The applicable laws related to data protection and data privacy.

d) Any other applicable laws, rules, guidelines and regulations (collectively, as amended from time to time, the "**Applicable Regulatory Requirements**").

2.3.2. Any modifications to the protocol, if required, may only be made by the Sponsor and in accordance with the Applicable Regulatory Requirements and approved by the Sponsor.

2.4. Study Subjects/ Participants

The estimated number of subjects/ participants to be enrolled by the Principal Investigator need to be in compliance with study protocol and/or competitive. Detailed criteria of subjects to be enrolled in the study are to be strictly in accordance with the Study Protocol.Sponsor reserves the right to unilaterally reduce or increase the number of study subjects at any time and with immediate effect and/or to instruct the Siteand/or Principal Investigator to discontinue recruitment.

2.4.1. Study drug (investigational medicinal product) and Study Supplies

Sponsor agrees to provide the investigational vaccine at no-cost to the Site and/or the Principal Investigator in volumes sufficient for the conduct of the study. Sponsor may also, at its sole discretion, provide additional materials, supplies and equipment (the "**Study Supplies**"). Immediately upon receipt of the Study drug and/or any study supplies, the Principal Investigator shall provide a written acknowledgement to the Sponsor. The Principal Investigator shall maintain inventory and control the Study drug in accordance with: (i) Applicable Regulatory Requirements; (ii) In the manner outlined in the Protocol; and, (iii) According to any additional documents provided by the Sponsor related to the storage (including temperature monitoring, if applicable), preparation and/or dispensing of the Study Drug.

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The Principal Investigator ensures that the Investigational Vaccine and the Study Supplies are solely used for the purposes of conducting the Study in accordance with the Protocol and for no other purpose and are not transferred to any third party. The Investigational Vaccine will remain the sole property of the Sponsor.
The Principal Investigator shall be responsible to the sponsor for the Study drug and the Study Supplies entrusted to them and shall notify Sponsor immediately if any Study drug or Study Supplies are lost, damaged or destroyed.

Upon completion or termination of the study or at Sponsor's request, the Principal Investigator shall deliver all unused Investigational Vaccine to the address indicated by the Sponsor or destroy it/them, as instructed by the Sponsor and in accordance with the Applicable Regulatory Requirements. Neither Institution nor Principal Investigator shall destroy any study supplies including documentation (study binders, submission binders etc.) without Sponsor's written consent.

2.4.2. Informed Consent

The Principal Investigator shall obtain, in compliance with all applicable Regulatory requirements, an informed consent properly signed by or on behalf of each Study Subject prior to the subject's participation in the study. The Principal Investigator or designated staff shall obtain Informed Consent from the subject's parent/legally acceptable representative in written, prior to any study-related procedure.

The Principal Investigator shall use the informed consent form provided by Sponsor and approved in compliance with all applicable regulatory requirements.

2.4.3. Case Report Forms and Study Data

a. Sponsor shall supply (or if electronic, provide access to) the forms to be used and completed by the Principal Investigator and/or designated staff to document a study subject's participation in the study (the "Case Report Forms" or "CRFs"). The Principal Investigator shall record all data generated as a result of conducting the Study (the "Study Data") in a timely, accurate and complete manner in the CRF described in the Protocol and shall ensure that the CRF pages for each study subject are duly signed and dated. To the extent, the study requires completion of CRF, the Principal Investigator shall ensure that they have implemented and continue to maintain appropriate security sufficient to protect the confidentiality, integrity and availability of such study data in accordance with the Applicable Regulatory Requirements. The Principal Investigator shall not grant unauthorized users access to the Electronic Data Capture (EDC) system used in the study, and in particular, shall not share or disclose his/her username and/or passwords except only to the persons authorized to make entries and/or corrections on CRFs, who shall use the system.

b. The Institution and the Principal Investigator shall take reasonable and customary precautions to prevent the loss or alteration of any study data and shall be liable for any loss or alteration of the same. Institution and the Principal Investigator acknowledge and agree that the Sponsor shall exclusively own all study data.

2.4.4. Adverse Events

In case of any Adverse Event/s, Principal Investigator agrees to immediately and fully inform Sponsor, the Ethics Committee(s) and competent authorities, of any significant risks, or unexpected results related to the study, according to the Applicable Regulatory Requirements and protocol provisions.

2.4.5. Financial Disclosure

The Principal Investigator shall disclose the financial interests, direct or indirect, which he and/or his/her immediate family members may have with the Sponsor and/or the study drug, or any other institution/company engaged in the similar business as that of the Sponsor. Such financial disclosure shall be kept updated annually until one (01) year after Study completion.

3 BUDGETS AND PAYMENT

The budget is cosponsored by ICMR.

4 CONFIDENTIALITY

4.1. "Confidential Information" means all or any confidential or proprietary information or data, of any kind whatsoever and however memorialized, that is:

a) Disclosed by or on behalf of Sponsor and/or the Sponsor to the Institution, the Principal Investigator or the Study personnel in connection with this Agreement or

b) Obtained, developed or generated by the Institution, the Principal Investigator and/or the Study personnel as a result of performing the Study under this Agreement. The Confidential Information shall include, without limitation, the Study, the Investigational Vaccine, the Protocol, the Investigator's Brochure, the study data, the Intellectual Property (as defined under Clause 5 of this Agreement) and information regarding the Sponsor, and/or their affiliates. All confidential information shall belong solely and exclusively to the Sponsor, as the case may be.

4.2. The Site and the Principal Investigator shall hold all confidential information in strict confidence and use all reasonable safeguards to prevent unauthorized use or disclosure and shall use the confidential information only as required for the purpose of this Agreement. The Institution and the Principal Investigator shall limit their disclosure of the confidential information to those members of the Study personnel who 'need to know' the information for the conduct of the Study and are subject to obligations of confidentiality not less stringent than those contained in this Agreement. The Institution and the Principal Investigator shall advise the study personnel of the confidential nature of the confidential information and remain liable for any breach of the confidentiality provisions herein.

4.3. Should the Institution or the Principal Investigator or any study personnel receive a court order or other legally binding request to disclose confidential information, the Principal Investigator shall immediately inform Sponsor such request and before any confidential information is disclosed. The Institution and the Principal Investigator shall cooperate with the Sponsor in any efforts to seek limitation or protection from the order demanding disclosure. In any case, the Site and Principal Investigator shall disclose only the minimum amount of confidential information necessary to comply with such request only on the behest of the Sponsor.

4.4. The obligations of confidentiality exist at all times during this Agreement and shall survive the expiration or earlier termination of this Agreement for a period of ten (10) years.

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5 INTELLECTUAL PROPERTY

The Institution/Site and the Principal Investigator acknowledge and agree that the Sponsor shall have exclusive ownership rights to all Study data, improvements, developments, discoveries, inventions, work, trade secret, know-how and other rights (whether or not patentable), created, developed, and/or reduced to practice as a result of or in connection with the conduct of the Study and/or the use of the Study drug or the confidential information, together with all intellectual property rights relating thereto ("Intellectual Property"). The Institution and/or Principal Investigator shall promptly disclose in writing to the Sponsor all intellectual property made by the Institution, the Principal Investigator and/or the Study personnel. All Intellectual Property and any information with respect thereto shall be confidential information subject to the obligations set forth in Article 4.

At the Sponsor's request, the Institution and/or Principal Investigator shall ensure and cause all rights, titles and/or interests in and to any such intellectual property to be assigned to the Sponsor without any additional fee and provide reasonable assistance to obtain patents, including causing the execution of any invention assignment or other document(s). In the event the Sponsor is unable for any reason, after good faith and all reasonable efforts, to secure the Institution or the Principal Investigator's signature on any document which the Institution or the Principal Investigator is required to execute in accordance with the terms of this Article 4, the Institution and/or Principal Investigator hereby irrevocably designates and appoints the Sponsor and its duly authorized officers and agents to act for and on their behalf to execute, verify and file any such documents with the same legal force and effect as if executed by the Institution and/or the Principal Investigator. To the extent that the applicable law(s) do not allow the transfer of any of the intellectual property rights, the Institution and Principal Investigator and all study personnel hereby grant the Sponsor an exclusive, perpetual, irrevocable, worldwide, transferable, fully paid-up and royalty free license, with the right to sublicense to any third party, to use such intellectual property for any and all purposes.

6 PUBLICATION AND PUBLICITY

6.1. Publication

All information arising out of this study will be the proprietary of BBIL. Site may NOT publish, present and use for instruction and research any results arising out of its conduct of the study unless it is authorized by Sponsor.

Sponsor will review the Publication to:

(a) Determine whether the Publication discloses Sponsor's Confidential Information

(b) Provide information that Site may not have, and

(c) Determine whether the Publication discloses any potentially patentable inventions.

Sponsor will submit to Site any comments and requests for deletion of Confidential Information, or any information of adverse nature, other than study results, within 60 days of receipt.

If requested by Sponsor, Site will withhold publication from submission for 90 days in addition to the initial 60-day review period to allow Sponsor to file patent applications to establish and preserve proprietary rights. Alternatively, Site may delete information pertaining to the potential invention from the publication.

Site shall provide all reasonable support, with all the information related to patentable inventions, for the filing of such patent applications.

Sponsor will use its reasonable efforts to complete its reviews and filings prior to end of the above time periods.

6.2. Publicity

The Institution and/or Principal Investigator shall not use Sponsor's name, the names of any of their employees, symbols, or trademarks in any advertising, sales promotional material, or press release without the prior written permission of Sponsor.

7 INDEMNIFICATIONS, NOTIFICATION OF CLAIMS AND INSURANCE

7.1. Sponsor's and Institute/ Principal Investigator's Responsibilities

The Institute and the Principal Investigator take responsibility to carry out the clinical trial in accordance with the international, central, state and/or local Acts, rules, regulations and guidelines, including without limitation the Drugs and Cosmetics Act, 1940, the Drugs and Cosmetics Rules, 1945, GCP guidelines and applicable regulatory requirements, and as specified in the study protocol and the amendments thereof, whichever is/are applicable from time to time, to the best of their professional integrity and ethics.

7.2. Notification of Claims

The Institution and/or Principal Investigator shall immediately notify in writing to Sponsor about any investigation, claim or legal proceeding(s) related to the study against the Institution, the Principal Investigator, the study personnel and/or other staff in connection with the study. The Institution and/or Principal Investigator ensure that all study personnel including the Principal Investigator shall fully cooperate in all reasonable aspects upon request and on behalf of Sponsor in the investigation and/or defense of these claims or lawsuits.

7.3. Insurance

The Sponsor shall take responsibility for providing insurance to cover expenses on medical management and financial compensation, and the entire legal costs of litigation or any consequential damages (not exceeding the limit of insurance taken by the Sponsor) related to the clinical trial injury or death of the trial participant, for the Investigator and its team, Institution, members of the Institute Ethics Committee, and the Sponsor in relation to any adverse event to the participants arising out of the administration of the Investigational Vaccine presently under this Agreement in accordance with the Drugs and Cosmetics Act & Rules and any subsequent amendments, as may be applicable from time to time.

No fault compensation insurance for clinical trials insurance will be arranged by Sponsor, prior to its commencement of the study in respect of any claim made by study participants for bodily Injury caused by an occurrence causally related to the Investigational Vaccine and to those conducting the study. The Sponsor hereby undertakes to provide the copy of the said insurance policy to the Institute/ Principal Investigator. The extent of the insurance coverage is limited to the amount as agreed upon between the Sponsor and the insurance provider in the said "No fault compensation insurance for clinical trials."

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8 INSPECTIONS, AUDITS, MONITORING AND RECORDS

8.1. Regulatory Inspections

The Institution and/or the Principal Investigator(s) shall promptly notify Sponsor of any inspection or investigation relating to the Study by any regulatory, governmental or law agency of which they become aware. Sponsor, and/or their representatives shall have the right to be present at and/or participate in any such inspection or investigation. Before submission of any materials or information to an agency in connection with an inspection or investigation, Sponsor shall have the right, to review, provide and/or comment on any such materials and/or information.

8.2. Monitoring and Audit by Sponsor

Sponsor and their representatives may monitor, audit, and/or meet with the Principal Investigator and the Study personnel during normal business hours and with reasonable frequency for audits and visits to monitor the progress of the study and review study records, documents, information, data, and materials (including the Study Data). The Principal Investigator shall assist Sponsor and their representative(s) in scheduling such visits. Sponsor and their representative(s) shall be entitled to:

a) Examine and inspect the facilities required for the performance of the study.

b) Inspect source documents, Case Report Forms, reports of laboratory tests or memoranda related to the study subjects or to the conduct of the study, signed Informed Consent Form, and/or the applicable regulatory requirements. The Principal Investigator shall cooperate with Sponsor and their representative(s) during audits and monitoring visits and in the resolution of any questions regarding the study data.

8.3. Record Keeping

The Institution and/or the Principal Investigator shall maintain accurate, complete and current records of all study data, including the Case Report Forms (or equivalent electronic data), relevant source documents and any other essential documents or materials as required by the protocol, the applicable regulatory requirements and Sponsor's instructions (collectively the **"Records"**). The Institution and/or the Principal Investigator shall keep all the Records in safe and secure location for the period required by the applicable regulatory requirements, or for a period of ten (10) years following the completion of the study, whichever is longer. The Institution and/or the Principal Investigator may destroy the records at the end of the records keeping period on the condition that the Institution and/or the Principal Investigator sends written notice to the Sponsor at least Sixty (60) days prior to the date when the deletion/disposal will occur and has received written approval for the same, and, if requested by the Sponsor, cooperates with the Sponsor in extending the record keeping period or shipping the records at another facility for storage.

9 TERM, TERMINATION AND SUSPENSION

9.1. Term

The term of this Agreement shall commence on the date of the last party's signature. Unless terminated earlier in accordance with this clause 9, this Agreement shall remain in effect until the final study documentation required to be provided under the Protocol is received and accepted by Sponsor, and Sponsor has performed a Study/ Site closeout visit.

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9.2. Termination by Sponsor

Sponsor may terminate this Agreement with immediate effect.

a) If the Institution and/or the Principal Investigator is in breach of this Agreement and fails to address such breach within Fifteen (30) calendar days from the receipt of the written notice.

b) If Sponsor in good faith believes the study drug or continuation of the study presents an unreasonable medical risk to the study subjects.

c) If the study is terminated, suspended or not initiated for any reason.

d) If the Agreement between the Principal Investigator, Institution and Sponsor regarding the study is terminated for whatsoever reason; or

e) The Institution fails to perform the obligation as mentioned under Clause 2.2.3 of this Agreement. Sponsor may also terminate this Agreement without cause upon thirty (30) calendar days' notice.

9.3. Termination by the Institution or the Principal Investigator

Either the Institution or the Principal Investigator may terminate this Agreement:

i. If Sponsor breaches this Agreement and fails to address such breach within Sixty (30) calendar days from the receipt of written notice; or

ii. If, following consultation with Sponsor, the Institution and/or the Principal Investigator, in good faith believe that the continuation of the study presents an unreasonable medical risk to the study subjects.

9.4. Surviving Clauses

The termination or expiration of this Agreement shall not relieve either party of its obligation to the other with respect of the following provisions: Clause 2.4.1 [Study drug and Study Supply], Clause 2.4.5 [Financial Disclosure], Clause4 [Confidentiality], Clause5 [Intellectual Property], Clause6 [Publication and Publicity], Clause7 [Indemnification, Notification of Claims and Insurance], Clause8 [Inspections, Audits, Monitoring and Record Keeping], Clause9 [Term, Termination, and Suspension], Clause 11 [Data Transfer], Clause 12 [Experimental Nature Of Investigational Product] Clause 13 [Miscellaneous] and Clause 14 [Applicable Law and Place of Jurisdiction], which shall be applicable for a term of ten (10) years even after the termination of this Agreement.

9.5. Suspension of the Study

The Sponsor may suspend the study at any time for any reason upon written notice; such suspension shall not be deemed as a breach of this Agreement by the Sponsor.

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9.6. Continuing Rights of Sponsor

Upon termination of this Agreement due to any default of Institution and/or the Principal Investigator under this Agreement, the Sponsor may at its sole discretion, directly enter into such arrangements and/or agreements with the Principal Investigator(s) and/or Study personnel or any other person competent to carry out such activities as may be required to complete the clinical trial study.

10 NON-DEBARMENT

The Institution and the Principal Investigator represent and warrant that neither they nor any of the Study personnel is or ever has been debarred, disqualified, excluded and/or suspended to participate in clinical research by any competent authority or agency in any country and that it shall not make use of, nor involve in this study any person or organization which is or has been debarred, suspended, excluded and/or disqualified by any regulatory authority to participate in clinical research. In the event the Institution or the Principal Investigator or any person or organization involved in the study is or becomes threatened with or becomes debarred, disqualified, suspended or excluded during the study, the Institution and the Principal Investigator shall notify sponsor in writing about this fact within Five (05) days of its discovery.

11 DATA TRANSFER

11.1. The Principal Investigator and the Institution undertake to protect the personal data of the study subjects and to process them in accordance with the applicable data protection laws and regulations.

11.2. Both prior to and during the course of the study, the Principal Investigator and the study personnel may provide Sponsor with personal data. Such data may include names, contact information, bank account details, work experience, qualifications, publications, resumes, educational background, performance information, facilities, staff capabilities, and other information relating to the study (the "Personal Data"). The Principal Investigator hereby consents to the processing (including use, disclosure or transfer) of his/her personal data as required for the following purposes (the "Purposes"):

a) The conduct of clinical trial

b) Review by governmental or regulatory agencies, sponsor, and their agents, and affiliates.

c) Compliance with legal or regulatory requirements, and

d) Storage in databases for use in selecting Principal Investigators and institutions for future clinical trials.

The Principal Investigator also agrees to a transfer of his/her personal data abroad, even if such personal data is transferred to countries that do not ensure an equivalent level of protection as that provided in India. The Principal Investigator and the Institution represent that all study personnel have given express consent to the processing of their personal data for the purposes and shall notify Sponsor immediately if such consent has been withdrawn.

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12 EXPERIMENTAL NATURE OF INVESTIGATIONAL PRODUCT

The Institution and Principal Investigator acknowledge that the investigational medicinal product is of experimental nature, and Sponsor do not make any warranties, express or implied, regarding the investigational product, including without limitation the implied warranties of merchantability and fitness for a particular purpose. The Institution and the Principal Investigator acknowledge that Sponsor cannot guarantee the safety, non-toxicity, fitness or efficacy of the investigational medicinal product. The foregoing is not intended to, and does not negate Sponsor's liability under law for product liability claims arising out of the use or administration of the study drug in accordance with the Protocol and this Agreement.

13 MISCELLANEOUS

13.1. No amendment to this Agreement (including its attachments) shall be effective unless such amendment is made in writing and signed by the parties hereto.

13.2. Non-Disclosure

Institution and Principal Investigator agree to keep any confidential information in confidence and further agrees not to disclose or otherwise use such confidential information for any purpose other than the purposes under this Agreement, without the prior written consent of the Sponsor. Accordingly, the Institution and Principal Investigator agree to treat the confidential information as it would treat its own proprietary information and shall take all reasonable precautions to prevent the unauthorized disclosure of the information to any third party, provided, however, that nothing herein shall prevent the Institution and/or Principal Investigator from disclosing the information to Sub- Investigator, study personnel, officers, employees, affiliates and consultants, who have a legitimate 'need to know' the Confidential Information for the purposes under this Agreement and who are bound by confidentiality and non-use undertakings for the protection of Confidential Information at least as restrictive as the Parties have undertaken herein.

13.3. Obligation to protect Intellectual Property

Institution and Principal Investigator shall be responsible to bear the obligations to protect the intellectual properties, trade secret and know-how related to the product(s) and/or the clinical trial protocol coming from the Sponsor, and in addition to observance of the applicable international treaties and Indian laws, should not conduct and/or allow the revelation, use by the themselves and/or any other party for the intellectual properties, trade secret and know-how owned by the Sponsor. Institution and/or the Principal Investigator and/or any study personnel shall not apply any patent, logo, trade name and/or trademarks related with the product(s) and/or clinical trial , any technique and/or process of the Sponsor in the name of the Institution himself and/or Principal Investigator and/or any individual and/or any party in any place in any country, and should not allow any individual and/or other party to conduct any application of here above any patent, logo, trade name and/or trademarks in relation with the product, any technique and process of the Sponsor. Sponsor exclusively reserves the rights of these applications, provided that the Institution and/or the Principal Investigator breaches these terms, and the Institution and/or the Principal Investigator, as the case maybe, shall bear the obligations of the indemnification relative to these conducts.

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13.4. Entire Agreement/Amendments

This Agreement constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the parties to this Agreement, with respect thereto. This Agreement may only be amended, supplemented or changed by a written document signed by authorized representatives of both parties.

13.5. Severability

If any provision(s) of this Agreement shall be declared invalid by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this agreement which shall remain in full force and effect. The parties hereto shall, however, attempt to replace the provision(s) declared invalid as aforesaid with legally valid provision(s) which reflect(s) the same purpose of the invalid provision(s) to the greatest extent possible.

13.6. No Agency

This Agreement is entered into between the parties hereto on principal to principal basis. Nothing contained in this Agreement shall be construed to imply a joint venture, employment, partnership, or principal-agent relationship between the Institution/Principal Investigator and Sponsor; and neither party hereto by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

13.7. Assignment

The Institution and/or the Principal Investigator shall not assign any of their rights or subcontract obligations hereunder without the prior written consent of Sponsor. Even if Sponsor authorizes delegation or subcontracting in full or in part, the Institution and the Principal Investigator remain fully responsible and liable for the performance of all delegated duties.

13.8. Waiver

Any relaxation, forbearance, delay or indulgence on the part of the Sponsor in enforcing any of the terms and conditions of this agreement, shall not prejudice, affect or restrict the rights of the Sponsor here under nor shall any waiver by the Sponsor of any breach hereof operate as a waiver of any subsequent or any continuing breach thereof.

14 APPLICABLE LAW AND PLACE OF JURISDICTION

14.1. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.

14.2. All disputes and differences arising out of this agreement or in relation to any transactions covered by this agreement or otherwise between the Site, Principal Investigator and Sponsor shall be referred to and finally resolved by arbitration as per the Arbitration & Conciliation Act, 1996 as modified from time to time or re-enactment thereof for the time being in force. The seat of arbitration shall be at Hyderabad and the language of the arbitration shall be in English.

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Signed and delivered on behalf of **Sponsor:**	Signed and delivered on behalf of **Institution/Site:**	Signed and delivered on behalf of **Principal Investigator (PI):**
Bharat Biotech International Limited	***Pandit Bhagwat Dayal Sharma University of Health Sciences***	
Name: Dr. V. Krishna Mohan Designation: Whole Time- Director Date: 09/NOV/2020	18.11.2020 Name: Dr Rohtas K. Yadav Designation: Director, Date: PGIMS, Rohtak	Savita Verma 17/11/20 Name: Dr Savita Verma Designation: Professor, Date: Pharmacology.
Witness (In the presence of)	Witness (In the presence of)	Witness (In the presence of)
(Company stamp)	Dr. (Prof.) Rohtas K. Yadav Director Pt. B. D. Sharma, PGIMS Rohtak-124001 (Hr.) India (Company stamp)	Dr. SAVITA VERMA Professor Deptt. of Pharmacology Pt. B.D.S. PGIMS, ROHTAK (Company stamp)