

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸ್ತಾವೇಜು ಹಾಳೆ  
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The Karnataka State Registration and Stamps Department  
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
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ಬೆಲೆ : ರೂ. 2/-

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this .1st..... day of .Nov.: 2016 between i) **Rajarajeswari Medical College, Bangalore** and ii) **ACS College of Engineering, Bangalore.**

This Memorandum of Understanding ( M o U) concerning different disciplines of Engineering in particular, to carry out Research and Development in Materials ( Bio – Implants) Technology and Manufacturing, Testing and Evaluation, Consultancy work, Holding International / National Conference / Workshop jointly, Intellectual Property Rights etc. Research & Development Projects to be taken up in future is formalized by two agencies represented by the signatories of **ACS College of Engineering, Bangalore** and **Rajarajeswari Medical College, Bangalore,** who have affixed their signature at the end of this M o U.

This M o U represent an understanding of the Roles and Responsibilities of both Agencies and provide an umbrella of understanding of the Agencies involved to work together to meet the objectives of on- going Developmental / Research Projects and projects likely to identified in future, by these agencies and likely to be funded by funding agencies such as D S T, D B T, C S I R, U G C, B R N S, D R D O, Medical Research Boards or any other agency.

**Rajarajeswari Medical College, Bangalore** and **ACS College of Engineering, Bangalore,** agree to support Developmental projects through the services of Personnel / members identified by them for the on – going projects as well as future projects.

**Rajarajeswari Medical College, Bangalore** and **ACS College of Engineering, Bangalore,** will endeavour to support the projects by offering their research facilities to meet the project objectives with in time frame and cost specified for the sanctioned projects and other aspects.

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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The agencies namely, **Rajarajeswari Medical College, Bangalore** and **ACS College of Engineering, Bangalore**, agree through this M o U, to meet periodically to 'Reviews and Monitor' the progress of the project or any other assigned work.

The agencies agreed to identify responsible persons as points of contact, to network and communicate with all personnel concerned, for effective progress of the project activities.

The agencies agree to coordinate and help each other in all technical, administrative and financial matters, as stipulated in respective project sanctioned letters.

In witness where of both the agencies mentioned above have set their hands to this M o U on this day and year

Signed by

**Rajarajeswari Medical College,  
Bangalore**

**DEAN**  
**Rajarajeswari Medical College & Hospital**  
Kambipura, Mysore Road,  
Bangalore - 560 074.

Witnessed by

Dr.....

**Rajarajeswari Medical College,  
Bangalore**

Signed by

**ACS College of Engineering  
Bangalore**

**Principal**  
**A.C.S. College of Engineering**  
Kambipura, Mysore Road, Kengeri Hobli  
Bangalore - 560 074

Witnessed by

Prof / Dr.....

**ACS College of Engineering,  
Bangalore**

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Laboratory 633919

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**MEMORANDUM OF UNDERSTANDING**

This MOU is made on 20- 01- 2016 between Dr. H. V. Shetty, Dean, RajaRajeswari Medical College & Hospital, Bangalore- 74 herein after called First party and Mr.Chandrashekar.B.S Scientist, Chemistry of Forest Products Division, Institute of Wood Science & Technology, Bangalore- 03 herein after called as Second party. Hereby the parties mutually agree for collaborative research work related to Phytochemistry and Animal studies. The Authentification of plant material and

**Statutory Alert**

- 1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.

Phytochemical studies would be done by Chemistry of Forest Products Division, IWST, Bangalore. There after evaluation of the plant extracts in animal models would be conducted at Department of Central Research Lab and Pharmacology, RajaRajeswari Medical College & Hospital, Bangalore.

Title: TO STUDY HYPOGLYCEMIC, ANTI-INFLAMMATORY AND ANTIOXIDANT PROPERTIES OF MOMORDICA CYMBLARIA AND GARCINIA INDICA EXTRACTS ON STREPTOZOTOCIN-INDUCED DIABETIC RATS

Principal Investigator:

Dr. S. Prabhakara, Ph.D  
Senior Scientist & Head  
Dept. of Genetics  
Central Research Lab  
RajaRajeswari Medical College and Hospital  
Kambipura, Mysore Road  
Bangalore- 560074  
Mob. + 91- 9482521675  
E.mail: prabhakarsom@gmail.com

Principal Co-Investigator 1:

Mr. Chandrasekhar B.S, M.Sc.,  
Senior Scientist  
Institute of Wood Science and Technology  
Malleshwaram  
Bangalore- 560003  
Mob. + 91-9945082963  
E.mail: bschandrashekar@icfre.org

Principal Co-Investigator 2:

Dr. Anbazhagan Kolandaswamy, Ph.D  
Senior Scientist & Head  
Dept. of Molecular Medicine  
Central Research Lab  
RajaRajeswari Medical College and Hospital  
Kambipura, Mysore Road  
Bangalore- 560074  
Mob. + 91- 9066607714  
E.mail: anbu50@gmail.com

Principal Co-Investigator 1

Dr. Basavaraj Bhandare, MBBS, MD  
Prof. & Head Dept. of Pharmacology  
RajaRajeswari Medical College &  
Hospital  
Kambipura, Mysore Road  
Bangalore- 560074  
Mob. + 91- 9448737505  
E.mail:  
drbasavarajbhandare@gmail.com

Co-investigator 2:

Mr. Mohan Thippeswamy, M.Sc.,  
Research Scientist  
Central Research Lab  
RajaRajeswari Medical College and Hospital  
Kambipura, Mysore Road  
Bangalore- 560074  
Mob. + 91- 7406513394  
E.mail: mohan\_rockcity@rediffmail.com


**Terms & conditions:**

1. Both the parties agree for mutual sharing of the scientific data generated by the research project.
2. They would share the facilities and expertise available with their respective departments.
3. The study work needs to be carried out with the help of Research Staff/ scholars / /students. Hence, there is a mutual agreement that the Research Staff/ scholars/students would be allowed to work in the laboratories of both the organizations.
4. Both the organizations would have no financial obligations. Only the facilities and expertise would be made available. Arrangements from the respective organizations would be made for any expenses incurred in the usage of lab chemicals.
5. The students would abide by the rules and regulation of respective organizations and all communications will be made with parties involved in the research project only.
6. No research data will be published without prior permission or acknowledgment wherever necessary.

We agree for the above said terms and conditions and would abide by the same

7. This MOU is for this particular research project titled " TO STUDY HYPOGLYCEMIC, ANTI-INFLAMMATORY AND ANTIOXIDANT PROPERTIES OF MOMORDICA CYMBLARIA AND GARCINIA INDICA EXTRACTS ON STREPTOZOTOCIN-INDUCED DIABETIC RATS " only.

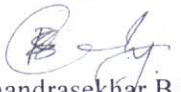
First Party:

  
Dr. H. V. Shetty  
Dean

RajaRajeswari Medical College & Hospital  
Bangalore- 560074

DEAN  
RajaRajeswari Medical College & Hospital  
Kannipura, Mysore Road  
Bangalore - 560 074

Second Party:

  
Mr. Chandrasekhar B.S., M.Sc.,  
Senior Scientist

Institute of Wood Science and Technology  
Bangalore-560003

Chandrasekhar B.S.  
Senior Scientist  
Institute of Wood Science & Technology  
18th Cross, Malleshwara  
Bangalore-560 003

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ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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ಬೆಲೆ : ರೂ. 2/-

## Memorandum Of Understanding (MoU)

The memorandum of understanding is entered on July 20, 2018 with an effective date from July 24, 2018 by and between

Rajarajeswari medical college and hospital, Mysore road, Bangalore-560 060, Karnataka  
and

Dr. Srivatsan Raghunathan, residing at Flat No. 001, MVS Cornet, Survey No. 128/1, Doddakammanahalli, Begur Hobli, Bangalore - 560076, an independent consultant providing Statistical analysis training and consulting services.

The consultant shall provide consultancy services to the research activities pursued by the members of Faculties and the students of the college. The nature and the specifics of the consultancy work will be decided on mutual discussions and agreement between the consultant and the person designated by the college for the project work.

For the services provided by the consultant, the college will provide the fees and charges as listed in "Schedule-B" attached to this document.

The consultant shall not use or disclose, other than for the sole purpose of performing the services, any information regarding the data or research activities of the college to any external person or organization.

This Memorandum of Understanding shall commence from July 24, 2018 and shall continue for a period of 2 years to be valid till July 23, 2020.

This Memorandum of understanding will be governed by and constructed in accordance with the laws of India.

Signed by Dr. Srivatsan Raghunathan and the authorized signatories of the Rajarajeswari medical college and hospital

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
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**Rajarajeswari Medical College and Hospital**

By 

Name :

Title :

Date :

**Independent Consultant**

By R. Shivatsan.

Name : Dr. Srivatsan Raghunathan

Title : Independent Consultant

Date :

**DEAN**  
Rajarajeswari Medical College & Hospital  
Kambipura, Mysore Road  
Bangalore - 560 074.



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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ಬೆಲೆ : ರೂ. 2/-

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this 2<sup>nd</sup> day of Dec 2016 between i) **Rajarajeswari Medical College, Bangalore** and ii) **Dr.H.B.Niranjan B.E. (Mechanical) M.E. Metal Casting Phd., (Comp, Material Bangalore University)**

This Memorandum of Understanding ( M o U ) concerning different disciplines of Engineering in particular, to carry out Research and Development in Materials ( Bio – Implants) Technology and Manufacturing, Testing and Evaluation, Consultancy work, Holding International / National Conference / Workshop jointly, Intellectual Property Rights etc. Research & Development Projects to be taken up in future is formalized by two agencies represented by the signatories of **Dr.H.B.Niranjan B.E. (Mechanical) M.E. Metal Casting Phd., (Comp, Material Bangalore University), Bangalore** and **Rajarajeswari Medical College, Bangalore**, who have affixed their signature at the end of this M o U.

This M o U represent an understanding of the Roles and Responsibilities of both Agencies and provide an umbrella of understanding of the Agencies involved to work together to meet the objectives of on- going Developmental / Research Projects and projects likely to identified in future, by these agencies and likely to be funded by funding agencies such as D S T, D B T, C S I R, U G C, B R N S, D R D O, Medical Research Boards or any other agency.

**Rajarajeswari Medical College, Bangalore** and **Dr.H.B.Niranjan B.E. (Mechanical) M.E. Metal Casting Phd., (Comp, Material Bangalore University), Bangalore**, agree to support Developmental projects through the services of Personnel / members identified by them for the on – going projects as well as future projects.

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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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**Rajarajeswari Medical College, Bangalore and Dr.H.B.Niranjan B.E. (Mechanical) M.E. Metal Casting Phd., (Comp, Material Bangalore University), Bangalore,** will endeavour to support the projects by offering their research facilities to meet the project objectives with in time frame and cost specified for the sanctioned projects and other aspects.

The agencies namely, **Rajarajeswari Medical College, Bangalore and Dr.H.B.Niranjan B.E. (Mechanical) M.E. Metal Casting Phd., (Comp, Material Bangalore University), Bangalore,** agree through this M o U, to meet periodically to 'Reviews and Monitor' the progress of the project or any other assigned work.

The agencies agreed to identify responsible persons as points of contact, to network and communicate with all personnel concerned, for effective progress of the project activities.

The agencies agree to coordinate and help each other in all technical, administrative and financial matters, as stipulated in respective project sanctioned letters.

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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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In witness where of both the agencies mentioned above have set their hands to this M o U on this  
day and year

Signed by

Rajarajeswari Medical College,  
Bangalore

DEAN  
Rajarajeswari Medical College & ...  
Kambipura, Mysore Road,  
Bangalore - 560 074.

Witnessed by

Dr.

Rajarajeswari Medical College,  
Bangalore

Signed by

Dr.H.B.Niranjan

B.E.(Mechanical) M.E. Metal Casting Phd.,  
(Comp, Material Bangalore University)  
Bangalore

Witnessed by

Prof / Dr.

Dr.H.B.Niranjan

B.E.(Mechanical) M.E. Metal Casting Phd.,  
(Comp, Material Bangalore University)

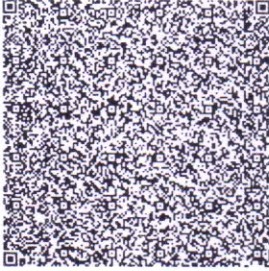


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**Stamp Duty Amount(Rs.)** : 20  
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*B. S. Shekar*  
**Authorised Signatory  
For The Millennium Credit  
Co-operative Society Ltd,**

-----  
Please write or type below this line  
**MEMORANDUM OF UNDERSTANDING**  
-----

This MoU is made on 20.04.2015 between Mr. Chandrashekar.B.S, Scientist, Chemistry of Forest Products Division, Institute of Wood Science & Technology, Bengaluru-03 herein after called First party and Dr. Shivakumar Veeraiah ,Dean, Rajarajeswari Medical College & Hospital, Bengaluru-74 herein after called as Second party.

Hereby the parties mutually agree for collaborative research work related to Phytochemistry and Animal studies. The Authentification of plant material and Phytochemical studies would be done by Chemistry of Forest Products Division, IWST, Bengaluru. There after evaluation of the plant extracts in animal models would be conducted at Department of Pharmacology and central research lab, Rajarajeshwari Medical College & Hospital, Bengaluru.

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**Title:** "Cardioprotective Activity of *Rubia cordifolia* in Albino rats"

**Principal Investigator:**

Chandrashekar B.S  
Scientist  
Chemistry of Forest Products Division  
Institute of Wood Science & Technology  
Bengaluru-560003

**Coinvestigators:**

1. Dr. Basavaraj Bhandare  
Professor & Head, Dept. of Pharmacology  
Rajarajeswari Medical College & Hospital  
Mysore Road, Bengaluru- 560074

2. Dr. S. Prabhakara  
Chairperson; Dept. of Genetics  
Central Research Lab  
RajaRajeswari Medical College & Hospital  
Mysore Road, Bengaluru- 560074

3. Meghan.d.L  
post Graduate, M.Sc  
(integrated biological sciences)  
Bangalore University,  
Bangalore.

**Terms & condition:**

1. Both the parties agree for mutual sharing of the scientific data generated by the research project.
2. They would share the facilities and expertise available with their respective departments.
3. The study work needs to be carried out with the help of Research scholars / students. Hence, there is a mutual agreement that the Research scholars/students would be allowed to work in the laboratories of both the organizations.
4. Both the organizations would have no financial obligations. Only the facilities and expertise would be made available. Arrangements from the respective organizations would be made for any expenses incurred in the usage of lab chemicals.
5. The students would abide by the rules and regulation of respective organizations and all communications will be made with the parties involved in the research project only.
6. No research data will be published without prior permission or acknowledgment wherever necessary.

We agree for the above said terms and conditions and would abide by the same.

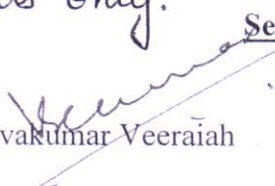
7. This MOU is for this particular Research project Titled "Cardioprotective activity of *Rubia cordifolia* in Albino rats" only.

First party

  
Chandrashekar B.S  
Scientist,  
Chemistry of Forest Products Division  
Institute of Wood Science & Technology,  
Bengaluru-74

*Chandrashekar B.S.*  
Scientist  
Institute of Wood Science & Technology  
18th Cross, Malleswaram  
Bangalore-560 003

Second party

  
Dr. Shivakumar Veeraiah  
Dean,  
Rajarajeshwari Medical College & Hospital  
Bengaluru-560 003.

**DEAN**  
Rajarajeshwari Medical College & Hospital  
Kambipura, Mysore Road  
Bangalore - 560 074.

## Licence Agreement


A licence agreement for conducting Heartweb workshops overseas

The Alfens contact for this document is Richard Hamer

Alfens  
101 Collins Street  
Melbourne VIC 3000  
Tel +61 3 9614 1011  
Fax +61 3 9614 4661  
www.alfens.com.au

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**Chairperson**  
Committee for Research Development & Sustainance  
RajaRajeswari Medical College & Hospital  
Bangalore - 560074

  
**DEAN**  
Rajarajeswari Medical College & Hospital  
Kambipura, Mysore Road  
Bangalore - 560 074.

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**Schedule 7 – Trade Marks**

This Agreement is made on 27 January 2015

#### Parties

- 1 **Heartweb Pty Ltd (ACN 146 184 812)** of 18 Haldane Road, Eltham VIC, Australia 3095 (*Heartweb*).
- 2 **Rajarajeswari Medical College & Hospital** of No. 202, Kambipura, Mysore Road, Bengaluru, Karnataka 560074, India (*Licensee*)

#### Recitals

- A Heartweb owns or is the licensee of certain intellectual property rights in certain educational courses relating to the use of echocardiograms, and has expertise in delivering such courses.
- B The Licensee wishes to provide workshops overseas using Heartweb intellectual property.
- C Heartweb wishes to grant a non-exclusive licence to the Licensee to offer and conduct such overseas workshops.
- D The Licensee agrees to provide the workshops, and Heartweb agrees to provide administrative assistance to the Licensee to conduct such workshops, in the form of providing the Licensee and enrolees in the workshops access to materials that form part of the workshops.

It is agreed as follows.

### 1 Definitions and Interpretation

#### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

**Course** means the course based on the Course Materials and named and described in Schedule 2.

**Course Director** means an individual designated by the Licensee who has completed the Instructor Training Manual and has previously completed a Course as an enrolee or demonstrator.

**Course Instructor** means an individual designated by the Licensee to deliver a Workshop for a Course and who has completed the Instructor Training Manual prior to the Event Date.

**Course Materials** means the works published and issued by Heartweb, which are listed in Schedule 3, and includes other materials as may be nominated by Heartweb from time to time.

**Effective Date** means the date of this Agreement.

**Enrolee** means an individual who registers for or enrolls in a Course with the Licensee.

**Event Date** means the first day of the dates scheduled for a Workshop of a Course.

**Extended Period** means a period of 1 year commencing on the expiration of the Initial Period.

**Force Majeure** means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- (a) act of God, lightning, storm, flood, fire, earthquake or explosion;
- (b) strike, lockout or other labour difficulty;

- (c) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- (d) the effect of any applicable laws, orders, rules or regulations of any government or other competent authority; and
- (e) embargo, power or water shortage, lack of transportation.

**Heartweb Developments** means all developments of or improvements, enhancements, translations or adaptations of the Course or the Course Materials which are made or acquired by Heartweb during the Term, including developments in technologies, techniques, systems or processes used to administer the Course.

**Heartweb Nominated Account** means

Heartweb Pty Ltd  
National Australia Bank  
Account: HRTWB01  
Swift Code: NATAAU3302S

or such other bank account notified to the Licensee by Heartweb.

**Heartweb Services** means the services, tasks and obligations described in Schedule 5.

**Initial Period** means from the Effective Date to 2 years after the Effective Date.

**Instructor Training Manual** means the instructor training manual for the Course as specified by Heartweb.

**Liabilities** means debts, obligations, liabilities, losses, expenses, costs and damages of any kind and however arising, including penalties, fines, and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

**Licensee Nominated Account** means

Moogambigai Charitable and Edu Trust  
R R Medical College and Hospital Kumbalgodu  
Kotak Mahindra Bank Ltd

or such other bank account notified to Heartweb by the Licensee.

**Licensee Services** means the services, tasks and obligations described in Schedule 4.

**Parties** means Heartweb and the Licensee.

**Report** means a report in the form required by clause 13.

**Revised Fee** means the amount determined in accordance with Item 2 of Schedule 6.

**Tax** means a tax, levy, duty, charge, deduction or withholding, however it is described that is imposed by law or by a government agency, together with any related interest, penalty, fine, surcharge or other charge, other than one that is imposed on net income in any jurisdiction.

**Term** means the period commencing on the Effective Date and ending on the termination of this Agreement.

**Territory** means the territory as specified in Schedule 1.

**Trade Mark** means the trade marks, whether registered or not, including those reproduced in Schedule 7 (as amended by Heartweb from time to time).

**Use** means:

- (a) in relation to the Course, to allow access by Enrolees to the Course and to provide and conduct Courses, in accordance with and subject to the terms of this Agreement;
- (a) in relation to the Trade Marks, to reproduce the representations of the Trade Marks provided by Heartweb pursuant to clause 5.1 in the Licensee's website, advertising, marketing materials, stationery and other similar materials issued by the Licensee to Enrolees, contractors or customers for the Course, and in accordance with Heartweb's standards or advertising templates provided under and subject to the terms of this Agreement.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.

The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate juristic person.
- (d) A reference to a *clause* or *Schedule* is a reference to a clause or schedule of this Agreement.
- (e) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (f) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (g) A reference to legislation (including delegated legislation), or to a provision thereof, includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it, as the case may be.
- (h) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (i) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (j) A reference to *dollars* or *\$* is to U.S. currency.
- (k) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to

each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

- (l) A *month* means a calendar month.
- (m) A reference to *year* is a reference to each successive period of 12 months, commencing on the Effective Date, provided that the last year will be taken to expire on the expiration of the Term.

### 1.3 Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld or withdrawn by the party in its absolute discretion unless expressly provided otherwise.

## 2 Term

- (a) Subject to clause 2(b), this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, will remain in force for the Initial Period.
- (b) The Parties may extend the term of the Agreement for the Extended Period provided the Parties agree to do so in writing prior to the end of the Initial Period.
- (c) If the term of this Agreement is extended in accordance with clause 2(b), this Agreement continues for the duration of the Extended Period commencing on the expiry of the Initial Period.
- (d) If the Licensee wishes to renew this Agreement upon the expiry of the Extended Period it must give written Notice of this to Heartweb at least two months prior to the end of the Extended Period.
- (e) Upon receipt of the Notice referred to in clause 2(d), Heartweb shall determine in its absolute discretion whether it wishes to renew this Agreement, including with any amendments to its terms, and shall provide written Notice of its decision to the Licensee within one month.

## 3 Grant of Licence

### 3.1 Licence

Subject to the Licensee complying in all respects with this Agreement, Heartweb grants to the Licensee a non-exclusive licence, for the Initial Period and any Extended Period until termination, to Use the Course and to Use the Trade Marks provided by Heartweb pursuant to clause 5.1, in connection with the promotion, marketing, offer, conduct and provision of the Course.

### 3.2 No right to sub-licence

The Licensee must not grant any sub-licences of its rights to the Course, or any aspect of the Course, or the Trade Marks under this Agreement.

### 3.3 Requirements and restrictions

In addition to any other limitations on the Licensee's Use of the Course, the Course Materials and the Trade Marks elsewhere in this Agreement, the following limitations apply.

- (a) The Licensee acknowledges and agrees that Heartweb will own any Heartweb Developments.

- (b) The Licensee must not:
- (i) represent that it, any Enrolee or any of its officers or agents or any person other than Heartweb and Heartweb's employees were involved in creating the Course, the Course Materials or the Trade Marks;
  - (ii) represent in any way that it has, any title or right to the ownership or registration or use of the Course, the Course Materials or the Trade Marks (except as expressly provided in this Agreement) or any goodwill attaching to the Course, the Course Materials or the Trade Marks;
  - (iii) modify, develop, improve, enhance, translate or adapt the Course, the Course Materials or the Trade Marks;
  - (iv) create derivative works based on the Course or the Course Materials;
  - (v) not at any time do, or cause to be done, any act or thing in any way which may suggest directly or indirectly, that Heartweb endorses, approves or sponsors the Licensee or any other products or services of the Licensee;
  - (vi) copy, distribute, supply or provide the Course Materials, or any part of the Course Materials, delivered to Course Director(s), Course Instructors and Enrolees in accordance with this Agreement, to any person whatsoever;
  - (vii) issue or provide a certificate of completion, or an acknowledgement of Course completion of any kind and in any form whatsoever, to Enrolees.
- (c) The Licensee must:
- (i) provide the Course and the Workshop to Enrolees, in accordance with and subject to the terms of this Agreement, to a level satisfactory to Heartweb (as determined by Heartweb in its sole discretion); and
  - (ii) only use the Trade Marks to identify, label and promote the Course.
  - (iii) where:
    - (A) a Trade Mark registration lapses or is cancelled or expires (for any reason whatsoever) or an allegation or claim is made by a third person, on an arm's length basis, that the use by the Licensee of a Trade Mark or aspect of the Course (including the copyright therein) in accordance with this Agreement infringes the rights of a third person or is misleading or deceptive;then
    - (B) on Heartweb's giving the Licensee Notice of that fact, the Licensee must cease Use of the Trade Mark or part of the Course immediately on such notification.

#### **4 Licensee's Obligations**

##### **4.1 Services**

During the Term, the Licensee will perform the Licensee Services within the Territory.

##### **4.2 Nature of performance**

- (a) The Licensee will perform the Licensee Services:
- (i) using its best endeavours;
  - (ii) in compliance with all reasonable instructions and directions given by Heartweb;

- (iii) in a lawful, competent, professional and timely manner; and
  - (iv) at all times acting in good faith.
- (b) The Licensee must not do or permit or suffer to be done or omit to do any act or thing or assist any other person to do any act or thing in relation to the development, production, provision, advertising or promotion of the Course which:
- (i) has, or would reasonably be expected to have a material adverse effect on the Course, the Course Materials or the Trade Marks (in the Territory or otherwise);
  - (ii) would reasonably be expected to prejudice Heartweb's rights in the Course, the Course Materials or the Trade Marks;
  - (iii) to the knowledge of the Licensee, would expose Heartweb to any material risk of legal liability to any third party; or
  - (iv) would reasonably be expected to cause any material damage to the reputation of Heartweb or its interests under this Agreement.

## **5 Heartweb obligations**

### **5.1 Services**

During the Term, Heartweb will perform the Heartweb Services.

### **5.2 Nature of performance**

- (a) Heartweb will perform the Heartweb Services:
- (i) using its best endeavours;
  - (ii) in compliance with all reasonable instructions and directions given by the Licensee, provided that such instructions and directions are developed in consultation with Heartweb;
  - (iii) in a lawful, competent, professional and timely manner; and
  - (iv) at all times acting in good faith.
- (b) Heartweb must not do or permit or suffer to be done or omit to do any act or thing or assist any other person to do any act or thing in relation to the development, production, provision, advertising or promotion of the Course which:
- (i) has, or would reasonably be expected to have a material adverse effect on the Course, the Course Materials or the Trade Marks (in the Territory or otherwise);
  - (ii) to the knowledge of Heartweb, would expose the Licensee to any material risk of legal liability to any third party; or
  - (iii) would reasonably be expected to cause any material damage to the reputation of the Licensee or its interests under this Agreement.

## **6 Ownership of IP**

The Licensee acknowledges and agrees that the Course, the Course Materials and the Trade Marks are owned by or licensed to Heartweb and that the Licensee's rights to the Course and the Trade Marks are, as applicable, as a licensee or sub-licensee only.

## **7 Non-compete**

Provided this Agreement has not been terminated by the Licensee pursuant to any of clauses 22.1(a) or 22.1(b), and further provided that Heartweb continues to offer the Course in

the Territory, then the Licensee must not directly or indirectly carry on or otherwise be concerned with the business of developing or licensing a similar course to the Course in the Territory:

- (a) for the duration of the Term; and
- (b) for a period of one year after termination or expiration of this Agreement.

## 8 Technical Support

Upon request by the Licensee, Heartweb will provide the Licensee with all reasonable commercial and technical assistance, training, advice and support services that is necessary to enable the Licensee to perform the Licensee Services.

## 9 Course Notification

For each occasion that the Licensee is to provide the Course, the Licensee must give Heartweb the following information in writing (**Course Notification**):

- (a) the dates for which the Course is scheduled, including the Event Date;
- (b) the prospective number of Enrolees in the Course (**Enrolee Forecast**) and the names and email addresses of those prospective Enrolees;
- (c) the venue for the Course;
- (d) the details of the Course Director(s) and Course Instructor(s); and
- (e) the Fee payable in respect of that Course, calculated in accordance with clause 10.1; at least 30 days prior to the Event Date specified in the Course Notification.

## 10 Payment to Heartweb

### 10.1 Fee payment

For each occasion that a Course Notification is given, the Licensee must pay to Heartweb, in the manner prescribed by clause 10.2, a fee to be determined in accordance with Item 1 of Schedule 6 (**Fee**).

### 10.2 Payment date

Payment will be made by the Licensee to the Heartweb Nominated Account at the time that Course Notification is given to Heartweb.

### 10.3 Additional Fee

Heartweb and the Licensee acknowledge that the Licensee may not, at the time that Course Notification is given for a Course, have precise knowledge of the number of individuals who may enrol in that Course, and that individuals are permitted to enrol in a Course following payment of the Fee, with the effect that:

- (a) the Licensee will give progressive Notice to Heartweb of the names and email addresses of Enrolees in a Course; and
- (b) if the number of Enrolees in a Course (**Actual Enrolees**) reaches an amount such that the Revised Fee calculated in accordance with the Item 2 of Schedule 6 is greater than the Fee paid, Heartweb will issue an invoice to the Licensee as a demand for payment of an additional amount, which will be the difference between the Revised Fee and the Fee (**Additional Fee**); and
- (c) Heartweb will not continue to deliver relevant Course Materials to Enrolees in a Course, until it receives the Additional Fee payable in respect of that Course.

## 11 Course cancellation

### 11.1 Notification of cancellation

- (a) If a Course is cancelled by the Licensee, the Licensee must give Heartweb written Notice of that cancellation, in the manner prescribed by clause 24 (**Cancellation Notice**).
- (b) The date of cancellation is deemed to be the date the Cancellation Notice is given to Heartweb, in accordance with clause 24(c) (**Cancellation Date**).

### 11.2 Cancellation reimbursement

Subject to compliance with clause 11.1:

- (a) if the Cancellation Date is after the date on which the Instructor Training Manual or other relevant Course Materials have been delivered to the Course Director(s) or Course Instructor(s) or any Enrolees, Heartweb is to reimburse the Licensee the amount of 50% of the Fee and 50% of any Additional Fee paid by the Licensee in respect of that Course, to the Licensee Nominated Account, within ten (10) days of the Cancellation Date; or
- (b) if the Cancellation Date is within 14 days of the Event Date, Heartweb is not required to reimburse the Licensee any amount of the Fee or any amount of any Additional Fee paid by the Licensee in respect of that Course.

## 12 Taxes

### 12.1 Tax withholding

If a party is required to deduct any Tax from any amount payable under this Agreement then the party must pay that amount to the appropriate authority and promptly give the other party evidence of payment in such form as the other party may reasonably require.

### 12.2 Value added tax

- (a) If value added tax (or any other consumption-based tax) is payable on the supply of goods or services made under, by reference to or in connection with this Agreement, the Licensee shall be responsible for paying such Tax. This clause does not apply to the extent that the relevant payment is expressly stated in this Agreement to be inclusive of value added tax.
- (b) Any reference in the calculation of a payment or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any value added tax (or any other consumer-based tax) entitlement of that party in relation to the relevant cost, expense or other liability.

## 13 Course Report

For each Course that is provided by the Licensee, the Licensee must provide to Heartweb within 15 days after the completion of that Course, a written report containing the following information:

- (a) details of the number of Enrolees in the Course, Enrolee withdrawals and attendances;
- (b) the date and location of that Course; and
- (c) the Price at which the Course was provided to Enrolees.

## 14 Marketing

- (a) Any advertising material or other marketing items relating to the Course must have the approval of Heartweb before use.

- (b) A request for approval of advertising material or other marketing items under clause 14(a) will be dealt with promptly and approval will not be unreasonably withheld. Such approval will be deemed to be given if a response to a request for approval is not given within ten (10) days of such request.
- (c) The Licensee acknowledges and agrees that a Course to be provided by the Licensee is to be advertised on a website to be maintained by Heartweb, which advertises similar courses, and will include details of the Courses to be provided by the Licensee, including the venue, the dates for the Workshop, the Course Director and the Course Instructor.

## 15 Performance and Agreement Administration

An authorised representative from each of Heartweb and the Licensee shall meet in person, by telephone, video conference or other electronic means at least once a year on or around the anniversary of the Effective Date for the purposes of:

- (a) reviewing the Licensee's and Heartweb's performance of the Licensee Services and the Heartweb Services respectively;
- (b) discussing the certification and the provision of the Course;
- (c) discussing amendments to the Course;
- (d) discussing the development of new educational courses; and
- (e) discussing the marketing and selling of the Course for the following year, and in particular:
  - (i) the performance of the Course;
  - (ii) the price positioning of the Course;
  - (iii) future marketing plans; and
  - (iv) market conditions including factors affecting profitability of the Course.

By mutual written Agreement on or around the anniversary of the Effective Date, the Parties may forego the meeting intended for the then-current year.

## 16 Proceedings and Protection of Rights

### 16.1 Notification of claims

The Licensee must notify Heartweb within ten (10) calendar days if it receives any notice of:

- (a) any actual or threatened misuse of the Course, the Course Materials or the Trade Marks, whether in the Territory or otherwise; or
- (b) any allegation or claim (written or otherwise) that the use of the Course or the Trade Marks by the Licensee, Heartweb or other licensees of Heartweb, whether in the Territory or otherwise, infringes any third party rights or otherwise contravenes any applicable law.

### 16.2 Proceedings at Heartweb's discretion

Heartweb reserves the right to determine in its absolute discretion whether and what action will be taken to protect the Course, the Course Materials and the Trade Marks from any misuse, or to defend the rights of Heartweb in relation to the Course, the Course Materials and the Trade Marks.

### 16.3 Heartweb to control proceedings

Heartweb will have absolute control over any litigation involving or affecting the Course, the Course Materials, or the Trade Marks (except for litigation between Heartweb and the Licensee)

and the Licensee may not initiate proceedings against a third party in respect of any misuse of the Course, the Course Materials or the Trade Marks without the consent of Heartweb. Heartweb shall be solely responsible for, and shall indemnify and hold harmless the Licensee, from and against any and all Liabilities resulting from or arising out of any claim by a third party that the Course, the Course Materials or the Trade Marks infringe upon the rights of such third party.

#### **16.4 No acknowledgement**

The Licensee must not make any statement to any third party, or take any action, which would reasonably be expected to impair the ability of Heartweb to contest, or which would otherwise reasonably be expected to prejudice the interests of Heartweb in relation to, any claim, allegation, threat, action or demand contemplated by this clause 16. Nothing herein shall preclude or limit the right or obligation of the Licensee to respond to any subpoena or other legal process requiring the Licensee to provide statements or testimony in any judicial or other legal proceeding, and the Licensee shall be considered in violation of this Agreement in connection therewith.

### **17 Dispute Resolution**

#### **17.1 Negotiation**

If there is a dispute or difference (*Dispute*) between the Parties arising out of or in connection with this Agreement, then within five (5) business days of a party notifying the other party in writing of the Dispute, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions. Such meeting may take place by telephone or videoconference.

#### **17.2 Mediation**

- (a) If the Dispute is not settled within five business days of notification under clause 17.1, the Parties will, if mutually agreed, submit the Dispute to mediation.
- (b) The mediator will be an independent person agreed between the Parties.
- (c) Any mediation meetings and proceedings under this clause must be held in the State of Victoria, Australia. The Parties may attend such mediation by telephone or videoconference.
- (d) All communications during the mediation are confidential and must be treated as made in the course of compromise and settlement negotiations for the purposes of the applicable rules of evidence and any professional secrecy protections provided by applicable law.

#### **17.3 Court proceedings and other relief**

A party may not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.

#### **17.4 Continuation of rights and obligations**

Despite the existence of a dispute or difference each party must continue to perform this Agreement.

### **18 Confidentiality**

#### **18.1 Obligation of confidence**

Subject to clause 18.2, a party must not disclose, or use for a purpose other than contemplated by this Agreement, the existence of and terms of this Agreement or any unpublished information or documents supplied by the other party in connection with this Agreement (*Confidential Information*).

## 18.2 Permitted disclosure

A party may disclose any Confidential Information:

- (a) to the other party to this Agreement;
- (b) under corresponding obligations of confidence as imposed by this clause, to persons which control or are controlled by the party within the meaning of the Corporations Act, and the employees, legal advisors or consultants of such persons;
- (c) which is at the time lawfully in the possession of the proposed recipient of the Confidential Information through sources other than the other party, or a Related Body Corporate of the other party, to this Agreement;
- (d) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
- (e) if required under a binding order of a Governmental Agency or under a procedure for discovery in any proceedings;
- (f) if required under any law or any administrative guideline, directive, request or policy whether or not having the force of law;
- (g) as required or permitted by this Agreement;
- (h) to its legal advisers and its consultants; or
- (i) with the prior consent of the other party to this Agreement.

## 18.3 Secure Storage and Return of Confidential Information

- (a) Where at any time any Confidential Information which comes into the possession of a party:
  - (i) consists of any tangible property or of information in electronic form; or
  - (ii) reduces any Confidential Information to a material or electronic form or otherwise creates tangible property containing or referring to the Confidential Information,the recipient of that Confidential Information (**Recipient**) shall ensure that all such tangible property and Confidential Information in electronic form is properly and securely stored.
- (b) Immediately upon request by the party that disclosed the Confidential Information (**Disclosing Party**), the Recipient shall securely deliver such tangible property to the Disclosing Party or, in the case of information in electronic form, securely deliver a copy of that information in the same format as it was provided in by the Disclosing Party, and provide a certificate in writing certifying that all other copies of the information in the Recipient's possession or control have been fully and permanently deleted.

## 19 Representations and Warranties

### 19.1 Representations

Each party represents to the other party that each of the following statements is true and correct.

- (a) It is duly incorporated and validly existing under the law of its place of incorporation.
- (b) The execution and delivery of this Agreement has been properly authorised by all necessary corporate action of the party.

- (c) It has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement and each transaction contemplated by this Agreement to be performed by it.
- (d) This Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms by appropriate legal remedy.
- (e) The execution, delivery and performance by it of this Agreement and each transaction contemplated by this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
  - (i) any provision of its memorandum or articles of association (or other analogous constituent document);
  - (ii) any material term or provision of any agreement; or
  - (iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound.

### 19.2 Survival of representations and warranties

All representations and warranties in this clause 19 survive the execution and delivery of this Agreement and the completion of transactions contemplated by it.

### 19.3 Mutual Indemnity

Subject to the limitations set forth in clause 20 below, each party indemnifies the other party from and against all Liabilities which may be incurred by it as a result (directly or indirectly) of, in connection with, or arising out of a breach of any of the representations, warranties, covenants, or agreements of the breaching party in this Agreement.

## 20 Limitation of Liability

### 20.1 Time limit for claims

A party is not liable to the other party to make any payment (whether by way of indemnity, damages or otherwise) for any breach of this Agreement or for negligence unless a claim is made in writing by the party (setting forth in reasonable detail the nature of the claim and the amount sought to the extent the amount can reasonably be determined) within six months after the circumstances giving rise to the claim first became known by such party or could, with reasonable diligence, have become known.

### 20.2 Liability cap for payments

A party is not liable to the other party to make any payments (whether by way of indemnity, damages or otherwise) for any breach of this Agreement or for negligence if the payment, when aggregated with all other such payments, exceeds \$10,000.

### 20.3 Exclusion of indirect loss

- (a) A party is not liable to the other party to make any payment (whether by way of indemnity, damages or otherwise) in respect of any indirect loss arising from any breach of this Agreement or negligence.
- (b) It is agreed that loss arising from any of the following does not constitute indirect loss:
  - (i) criminal acts or fraud;
  - (ii) wilful default or wilful misconduct;
  - (iii) an infringement of an intellectual property right;

- (iv) breach of the confidentiality provisions of this Agreement;
  - (v) liability arising from or out of any third party claim;
  - (vi) liability under any of the express indemnities of this Agreement;
  - (vii) a repudiation of this Agreement by a party; and
  - (viii) liability out of which, by law, the parties cannot contract.
- (c) Without limitation, it is agreed that the following losses constitute indirect loss, whether they arise directly or indirectly from the relevant act or omission:
- (i) loss of profit;
  - (ii) loss of revenue; and
  - (iii) loss of opportunity.

#### **20.4 Exclusion of loss arising from clinical practice**

Heartweb is not liable to the Licensee to make any payment (whether by way of indemnity, damages or otherwise) for Liabilities arising out of the clinical application of the Course, the Course Materials or any other materials used in the Course and the use of any knowledge gained from the Course, by Enrolees in their clinical practice.

### **21 Force Majeure**

#### **21.1 Notice of event of Force Majeure**

A party will not be liable for any delay in or failure of performance arising from Force Majeure if:

- (a) it has taken all proper precautions, due care and reasonable alternatives with the intention of avoiding that delay or failure and of carrying out its obligations under this Agreement; and
- (b) as soon as possible after the beginning of the Force Majeure affecting the ability of a party to perform any of its obligations under this Agreement, it gives a notice to the other party that complies with clause 21.2.

#### **21.2 Force Majeure notice**

A notice given under clause 21.1(b) must:

- (a) specify the obligations a party cannot perform;
- (b) fully describe the event of Force Majeure.

#### **21.3 Remedy of Force Majeure**

The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

#### **21.4 Mitigation**

The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by a party as a result of its failure to carry out its obligations under this Agreement.

#### **21.5 No extension of Initial Period or Extended Period**

The Initial Period or, if applicable, Extended Period of this Agreement will not be extended by the period of Force Majeure.

## 22 Termination

### 22.1 Mutual termination rights

Either party may terminate this Agreement immediately by Notice to the other party, if:

- (a) the other party engages in (or procures any other person to engage in) any fraudulent conduct or wilful misstatement in any business carried on by it or in connection with the provision of any document under this Agreement; or
- (b) the other party defaults in the performance or observance of any of its obligations under this Agreement and, where that default is capable of remedy, fails to remedy that default fully within 14 days of receiving a Notice from the non-defaulting party requiring it to do so.

Termination of this Agreement does not affect any accrued rights or remedies of either party.

### 22.2 Heartweb's right to terminate

Heartweb may terminate this Agreement immediately by Notice to the Licensee if:

- (a) any licence granted to Heartweb with respect to the Course, the Course Materials or the Trade Marks terminates or is revoked; or
- (b) the Licensee is in breach of any of its obligations under this Agreement such that, in Heartweb's reasonable judgment, the value of the Course, the Course Materials or the Trade Marks, or the reputation of Heartweb or any business of Heartweb, is or is likely to be damaged; or
- (c) the Licensee being an individual:
  - (i) dies;
  - (ii) ceases to be of full legal capacity; or
  - (iii) commits an act of bankruptcy or makes a composition with or assignment of his or her property in favour of creditors, or
- (d) the Licensee, being a corporation incorporated outside Australia, becomes insolvent or suffers any event which would restrict its business operations or cause those operations to be placed under the control of a person other than its directors under the laws of its place of incorporation.

## 23 Rights on Termination

### 23.1 Completion of Courses

Subject to clause 23.2 and provided the Licensee has complied with, observed and fulfilled its obligations under this Agreement, the Licensee may, after the termination of this Agreement, complete the provision of any Courses which have already been commenced as at the date of termination of this Agreement (**Completion Period**).

### 23.2 Ongoing rights and obligations

The obligations of the Licensee and the rights of Heartweb under this Agreement will apply with full force and effect during the Completion Period.

### 23.3 Accrued rights

Any termination of this Agreement will be without prejudice to the rights and obligations of the Parties accrued at the time of termination.

**23.4 Cessation of Use**

Subject to clause 23.1:

- (a) upon the termination of this Agreement for any reason whatsoever, all rights of the Licensee to the Course and the Trade Marks will immediately cease and the Licensee must:
  - (i) subject to any further agreement with Heartweb, immediately cease Use of the Course in any manner whatsoever; and
  - (ii) subject to any further agreement with Heartweb, immediately cease to Use and not thereafter Use the Trade Marks, in any manner whatsoever; and
  - (iii) subject to clause 23.5, return to Heartweb, or destroy, all of Heartweb's Confidential Information in its possession or control (and in the event of destruction, confirm such destruction in writing to Heartweb).
- (b) upon the termination of this Agreement for any reason whatsoever, Heartweb must subject to clause 23.5, return to the Licensee, or destroy, all of the Licensee's Confidential Information in its possession or control (and in the event of destruction, confirm such destruction in writing to the Licensee).

**23.5 Retention of Confidential Information as required by law**

- (a) If the Licensee claims to be required by law to retain any Confidential Information referred to in clause 23.4(a)(iii) that party must:
  - (i) immediately notify Heartweb giving full details of the circumstances under which it seeks to retain the Confidential Information;
  - (ii) ensure that the Confidential Information is held in strict confidence and kept secret; and
  - (iii) not use or disclose any Confidential Information or any Confidential Information contained therein, except as legally obliged as a result of the circumstances notified to Heartweb under paragraph (i).
- (b) Heartweb reserves all rights in respect of any Confidential Information retained by the Licensee, including the right to challenge the Licensee's claim to be required to retain the Confidential Information and to use and disclose any Confidential Information.
- (c) If Heartweb claims to be required by law to retain any Confidential Information referred to in clause 23.4(b) Heartweb must:
  - (i) immediately notify the relevant party giving full details of the circumstances under which Heartweb seeks to retain the Confidential Information;
  - (ii) ensure that the Confidential Information is held in strict confidence and kept secret; and
  - (iii) not use or disclose any Confidential Information or any Confidential Information contained therein, except as legally obliged as a result of the circumstances notified to that party under paragraph (i).
- (d) The Licensee reserves all rights in respect of any Confidential Information retained by Heartweb, including the right to challenge Heartweb's claim to be required to retain the Confidential Information and to use and disclose any Confidential Information.

**23.6 Clauses surviving termination**

Each of clauses 1, 7, 13, 16, 18, 19, 20, 21.4, 23, 24, and 25 will survive any termination of this Agreement.

**24 Notices**

Any notice, demand, consent, approval or other communication (a **Notice**) given or made under this Agreement:

(a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);

(b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:

(i) to Heartweb

Address: PO Box 954, Health, VIC 3095

Attention: Alistair Royse

Fax No: +61 3 8679 4445

Email: [Accounts@Heartweb.com](mailto:Accounts@Heartweb.com)

(ii) to Rajarajeswari Medical College & Hospital

Address: No. 202, Kambipura, Mysore Road, Bengaluru, Karnataka  
560074, India

Attention: [NAME]

Fax No: [INSERT]

Email: [INSERT]

(c) will be conclusively taken to be duly given or made:

(i) in the case of delivery in person, when delivered;

(ii) in the case of delivery by post, two business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country); and

(iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error, and

(iv) in the case of email, the earlier of:

(A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

(B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and

(C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place specified by the intended recipient as its postal address under clause 24(b) or:

- (1) in the case of delivery by hand, post or fax, at a time that is later than 5pm; or
- (2) in the case of delivery by email, at a time that is later than 7pm,

in the place specified by the intended recipient as its postal address under clause 24(b) it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

## **25 General**

### **25.1 Assignment**

Unless otherwise provided in this Agreement, the Licensee may not assign, charge, encumber or otherwise deal with any of its rights or obligations under this Agreement or attempt or purport to do so, without the prior written consent of Heartweb.

### **25.2 Amendment**

This Agreement may be amended only by another agreement executed by the Parties.

### **25.3 Costs**

Each party bears its own costs arising out of the negotiation, preparation and execution of this Agreement.

### **25.4 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

### **25.5 Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the Parties and supersedes all earlier Conduct by or between the Parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

### **25.6 Further assurances**

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

### **25.7 No agency, partnership or joint venture**

Nothing in this Agreement is to be construed as constituting an agency, partnership, joint venture, or any other form of association between the Parties in which one party may be liable for the acts or omissions of any other party. No party has the authority to incur any obligation or make any representation or warranty on behalf of, or to pledge the credit of, any other party.

### **25.8 No waiver**

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power

**Schedule 2 – The Course**

**1.1 Name**

- (a) The Course is named 'iHeartScan™ Haemodynamic Echocardiography Assessment in Real Time'.

**1.2 Core learning areas**

- (a) Basic transthoracic imaging.
- (b) Haemodynamic state assessment including the measurement of cardiac output.
- (c) Basic assessment of valves using 2D and colour flow Doppler imaging.
- (d) iHeartScan™ examination.
- (e) iHeartScan™ reporting and examination.

**1.3 Course components**

- (a) Course administration assistance to the Course Director via the written Instructor Training Manual, containing instructions on how to conduct the Course, the logistic requirements and the Course program schedule.
- (b) Course Instructor training via the Instructor Training Manual, comprising interactive multimedia tutorials on how to conduct the Course.
- (c) Enrolment process.
- (d) Passage of Enrollee data between Heartweb and the Licensee.
- (e) Processing of payment by Enrolees.
- (f) Electronic pre-Workshop assessment questionnaire, in the form of an online multiple choice question form, to be completed by Enrolees.
- (g) Theoretical component, including pre-Workshop reading and interactive multimedia tutorials and case studies.
- (h) Delivery of relevant Course Materials for the theoretical component of the Course to Enrolees by electronic download.
- (i) Workshop component comprising a two-day hands-on workshop (**Workshop**), including computer-based Workshop materials comprising the course schedules, logistic requirement documents and video and echocardiography materials for the computer projection station.
- (j) Electronic post-Workshop assessment questionnaire, in the form of an online multiple choice question form, to be completed by Enrolees.
- (k) Electronic feedback questionnaire to be completed by Enrolees.
- (l) Certificate of Completion issued by Heartweb to Enrolees, via email in PDF, who have successfully completed all pre-Workshop assessments, the Workshop and the post-Workshop assessment and feedback questionnaires.

**Schedule 3 – Course Materials****1.1 The Course Materials**

- (a) Instructor Training Manual, comprising interactive multimedia tutorials on how to conduct the Course.
- (b) Enrollee pre-Workshop material:
  - (i) electronic pre-Workshop assessment questionnaire, in the form of an online multiple choice question form, to be completed by Enrolees; and
  - (ii) pre-Workshop reading and interactive multimedia tutorials and case studies, to be completed by Enrolees.
- (c) Electronic Workshop materials comprising the Course schedules, logistic requirement documents and video and echocardiography materials for the computer projection station.
- (d) Enrollee post-Workshop online assessment questionnaire and feedback questionnaire.
- (e) Certificate of Completion.

**Schedule 4 – Licensee Services****1.1 Licensee Services**

The Licensee will

- (a) Nominate the Course Director(s) for each Course;
- (b) Set the dates for each Course, including the Event Date;
- (c) Set the price at which the Courses are to be offered to Enrolees (**Price**);
- (d) Promote the Course in accordance with mutual strategies agreed to by Heartweb from time to time;
- (e) Engage the Course Instructor(s), who will conduct each Workshop for the Courses, such that there will be a 1:5 instructor to enrolee ratio for each Workshop;
- (f) Select and reserve an appropriate venue at which each Workshop will be held;
- (g) Provide and administer a system for student enrolments and complete registrations of enrolees, unless it is otherwise agreed between the Parties that prospective enrolees are to enrol in a Course directly with Heartweb;
- (h) Provide Heartweb with details of Enrolees who enrol in a Course with the Licensee, to enable Heartweb to deliver the relevant Course Materials to Enrolees in accordance with this Agreement;
- (i) Issue details about each Course to Enrolees, including the dates, time and venue of the Course;
- (j) Ensure each Course Director has read the Instructor Training Manual;
- (k) Ensure each Course Instructor has completed the Instructor Training Manual;
- (l) Invoice Enrolees in a Course;
- (m) Receive and handle all income and monies derived from each Course from Enrolees;
- (n) Ensure that the Course Director or Course Instructor maintains an accurate Enrolee attendance register at each Workshop;
- (o) Ensure the Course Instructors conduct each Workshop according to the Instructor Training Manual;
- (p) Inform Heartweb of Enrolees who have completed the Workshop for a Course that the Enrolees are enrolled in;
- (q) Maintain security for each Workshop;
- (r) Manage all practical office administration and logistics for the conduct of the Course, including the Workshop, and student support; and
- (s) Accept all costs incurred providing the Course to Enrolees, including engaging the Course Instructor(s), supplying models, furniture, computer and projector facilities, laundry, food and any other items necessary for the conduct of the Course and the Workshop and the performance of the Licensee Services.

**Schedule 5 – Heartweb Services**

**1.1 Heartweb Services**

Heartweb will

- (a) Provide to the Licensee:
  - (i) an electronic representation of each Trade Mark;
  - (ii) or Course Director (as the case may be), the computer-based materials to be used in each Workshop in electronic format;
  - (iii) Enrollee feedback reports for each Course conducted by the Licensee;
  - (iv) reports on the assessment questionnaires completed by Enrolees for each Course conducted by the Licensee; and
  - (v) notification of successful Course completions by Enrolees, to whom Certificates of Completion have been issued.
- (b) Develop Course schedules regarding making the Instructor Training Manual and the Course Materials downloadable by the Course Director, Course Instructors and Enrolees at the appropriate times, and the placement of Course details on a website.
- (d) Maintain a website which advertises courses which are the same or of the same nature as the Course, and contains details about the Course, including the dates and venue for a Course, the Course Director and Course Instructors for a Course.
- (c) Upon receipt of each Fee from the Licensee:
  - (i) place the details for the Course as provided in the Course Notification for that Course, on the website to be maintained by Heartweb as described in (d) above;
  - (ii) deliver the Instructor Training Manual to the Course Director(s) individually by electronic download;
  - (iii) deliver the Instructor Training Manual to the Course Instructor(s) individually by electronic download;
  - (iv) allow Enrolees individually to access the pre-Workshop materials via a link to be emailed to Enrolees, subject to receipt by Heartweb of any applicable Additional Fee;
  - (v) allow the Course Director(s) and/or Course Instructors access to the electronic Workshop materials, to be used for the conduct of the Workshop; and
  - (vi) following completion of the Workshop, allow Enrolees individually to access the online post-Workshop assessment questionnaire and feedback questionnaire via a link to be emailed to Enrolees.
- (d) Issue Certificates of Completion to Enrolees, via email in PDF, who have successfully completed all pre-Workshop assessments, the Workshop and the post-Workshop assessment and feedback questionnaires.
- (e) Facilitate and coordinate improvements, including the construction of new Course Materials, so as to continually improve the quality of the Course.

**Schedule 6 – Fee****Item 1**

- The Fee payable (in United States Dollars) is dependent on the Enrolee Forecast as specified in the Course Notification and is determined as:

1-25 Enrolees            \$1,000

**Item 2**

- The Revised Fee is calculated by reference to the Actual Enrolees and is to be determined by reference to the following table:


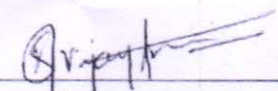
<b>Actual Enrolees</b>	<b>Fee</b>
26-30	\$1,200.00
31-35	\$1,400.00
36-40	\$1,600.00
41-45	\$1,800.00
46-50	\$2,000.00
51-55	\$2,200.00
56-60	\$2,400.00
61-65	\$2,600.00
66-70	\$2,800.00
71-75	\$3,000.00

**Schedule 7 – Trade Marks**

	Trade Mark Registration No. or Application No. (as applicable)	Trade Mark	Class Registered (as applicable)
1	United States Trade Mark No. 4243602	iHeartScan	IC 009. US 021 023 026 036 038.

**Executed** in Melbourne.

**Executed** in accordance with section 127 of the *Corporations Act 2001* by **Heartweb Pty Ltd**:

Director Signature		Digitally signed by Colin Royse DN: cn=Colin Royse, o, ou, email=colin.royse@heartweb.com, c=AU	
Print Name	Date: 2015.01.27 11:52:29 +10'00'	Director/Secretary Signature	<b>S. VIJAYANAND</b>
		Print Name	

**Signed for Licensee** by its authorised representative in the presence of:

Witness Signature	Authorised Representative Signature
Print Name	Print Name
Print Name	Position

**Executed in Melbourne.**

Executed in accordance with section 127 of the Corporations Act 2001 by Heartweb Pty Ltd:



Director Signature

Colin Royse

Print Name

Digitally signed by Colin Royse  
DN: cn=Colin Royse, o, ou,  
email=Colin.royse@heartweb.com, c=AU  
Date:

2015.01.27  
11:52:29 +10'00'



Director/Secretary Signature

S VIJAYANAND

Print Name

Signed for Licensee by its authorised representative in the presence of:

\_\_\_\_\_  
Authorised Representative Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

Executed in Melbourne.

Executed in accordance with section 127 of the Corporations Act 2001 by Heartweb Pty Ltd:

Digitally signed by Colin Royce  
 DN: cn=Colin Royce, o=Heartweb Pty Ltd, email=colin.royce@heartweb.com.au, c=AU  
 Date: 2015.01.27 11:52:29 +1000

\_\_\_\_\_  
 Director Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Director/Secretary Signature

**S VIJAYANAND**  
 \_\_\_\_\_  
 Print Name

Signed for Licensee by its authorised representative in the presence of:

\_\_\_\_\_  
 Witness Signature

**Chairperson**  
 Committee for Research Development & Sustainability  
 RajaRajeswari Medical College & Hospital  
 Bangalore - 560074

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Authorised Representative Signature

**DEAN**  
 Rajarajeswari Medical College & Hospital  
 Kambipura, Mysore Road  
 Bangalore - 560 074.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Position

# Memorandum of Understanding

Between



**RAK MEDICAL & HEALTH SCIENCES UNIVERSITY  
UNITED ARAB EMIRATES**

&

**RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL  
Kambipura, Mysore Road, Bengaluru, Karnataka, India**

**Memorandum of Understanding**  
**Between**  
**RAK Medical & Health Sciences University, UAE**  
**And**  
**RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL**  
**Kambipura, Mysore Road, Bengaluru, Karnataka, India**

**Introduction:**

**RAK Medical and Health Sciences University** (hereinafter referred to as “**RAKMHSU**”) has been set up under the visionary leadership of His Highness Sheikh Saud Bin Saqr Al Qasimi, Supreme Council Member and Ruler of Ras Al Khaimah, and Chancellor of RAKMHSU. RAKMHSU is fully owned and managed by the RAK Government.

The aim of His Highness Sheikh Saud Bin Saqr Al Qasimi, Ruler of Ras Al Khaimah and Supreme Council Member, United Arab Emirates, and Chancellor, RAKMHSU was not just to build schools or colleges, but to lay a foundation for an educational infrastructure, which will serve as a platform for global institutions to provide world class training to the students across the region. His message was clear “we need to encourage excellence in our schools now more than ever”. RAKMHSU has been maintaining an absolute honesty and transparency in its functioning, in addition to relentless marching towards excellence.

RAK Medical & Health Sciences University started as a First Comprehensive Health Science University in UAE in the year 2006. The MBBS Program was introduced in the Academic Year 2006 and Bachelor of Dental Surgery (BDS), Bachelor of Pharmacy (B Pharm) and Bachelor of Nursing (BSN) were added in the year 2007. Further, the Bridge Program for BSN (RN-BSN) was added to our list from the Academic Year 2008-09. It is also a matter of pride for RAKMHSU for being able to be the First in UAE to start two year Masters Programs in Nursing and Pharmacy. Now, in addition to the MS in Adult Health Nursing (MSN) and MS in Clinical Pharmacy, we also have MS in Pediatric Nursing, MS in Community Health Nursing, MS in Psychiatric-Mental Health Nursing, MS in Pharmaceutical Chemistry, MS in Pharmaceutics after due accreditation. All the Undergraduate programs have received the renewal of accreditation from the Commission for Academic Accreditation (CAA), under the Ministry of Education – Higher Education Affairs, UAE.

**AND**

**Rajarajeswari Medical College & Hospital, Kambipura, Mysore Road, Bengaluru, Karnataka, India, hereinafter referred to as “RRMCH” of the Other Part;**

Rajarajeswari Medical College & Hospital (RRMCH) is situated at Kambipura, Mysore Road, Bangalore-560 074, atop a Hill in a serene 25 acres campus in the Southwest of



Bangalore conducting Graduate and 20 Postgraduate courses in the field of Medicine and Surgery. It has excellent infrastructure and facilities that match the best in the country for learning, and dedicated faculty to create the very best Medical Professionals to the International Standards.

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Rajarajeswari Medical College & Hospital (RRMCH) is a Medical College offering degree program in Medicine leading to the award of Degree of Bachelor of Medicine and Surgery (MBBS) and Postgraduate Program in 20 Specialities.

Both **RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL (RRMCH)** and **RAK MEDICAL & HEALTH SCIENCES UNIVERSITY (RAKMHSU)** shall be referred to individually as "the Party" and collectively as "the Parties".

**WHEREAS:**

- A. Rajarajeswari Medical College & Hospital (RRMCH) and RAK Medical & Health Sciences University (RAKMHSU) are desirous to collaborate in their academic activities.
- B. This MOU sets forth the general understanding reached between Rajarajeswari Medical College & Hospital (RRMCH) and RAK Medical & Health Sciences University (RAKMHSU) and in their recent discussions concerning the academic collaboration.
- C. It is the Parties' intention that the academic collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic collaboration agreement to be entered into between Rajarajeswari Medical College & Hospital (RRMCH) and RAK Medical & Health Sciences University (RAKMHSU).



**NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:**

**1. TERM**

Subject to the execution by RRMCH and RAKMHSU of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties, it is the Parties' understanding that RRMCH shall collaborate with RAKMHSU in the areas as set out in Clause 2 for a period of **Five (5) years** (hereinafter referred to as "MOU Period") from the date of signing of this MOU.

This MOU shall continue in force until the expiry of the MOU Period stated in Clause 1.1 above ("MOU Expiry Date") or the execution of formal definitive academic collaboration agreement between the Parties, whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties.

**2. PURPOSE and SCOPE of MOU**

2.1 The purpose of this MOU is to ensure a mutual understanding of key responsibilities of each Party to promote academic and non-academic exchanges of the following areas:

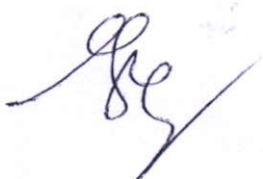
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2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly subject to Clause 2.1.

**3. THE COOPERATION SCHEME**

**3.1 Exchange of Teaching Staff**

Both Parties may cooperate and agree to exchange of teaching staff either on full-time basis or on part-time basis. The cooperation may subject to mutual agreement between both Parties. The details of the expenses of each programme shall be mutually agreed based on the nature of the programme. Unless agreed otherwise in writing by both parties, each party shall bear its own costs and expenses with regards to any exchange programmes between RRMCH and RAKMHSU.



### 3.2 **Exchange of Library and Research Materials**

Both Parties may cooperate and agree to provide and/or exchange scientific publication and research materials between libraries.

### 3.3 **Participation and Collaboration in Scientific Events**

Both Parties may cooperate and collaborate wherever possible to extend the information and invitations to the academic and/or non-academic staff to participate in scientific meeting, symposiums, seminars, workshops and conferences.

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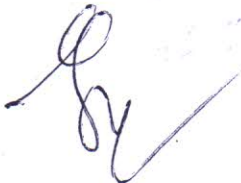
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### 3.6 **Research Collaboration**

Both Parties may cooperate and agree to allow joint research in the field of mutual interest. Both Parties may assist each other in time of shortfall in providing relevant materials and use of equipment required for research.

## 4. **FINANCIAL CONSIDERATIONS**

The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this Memorandum of Understanding and each Party hereto agree to bear its own costs and expenses unless mutually agreed otherwise by both parties



## **5. THE COOPERATION PROCEDURE**

### **5.1 Liaison Personnel**

The Liaison Personnel contacts from RRMCH and RAKMHSU may be named and approved by both Parties.

### **5.2 Cooperation Proposal**

The Cooperation Proposal in any form of cooperative activities as per listed in the 'The Cooperation Scheme' may be submitted through Liaison Personnel for review and approval. The Cooperation Proposal may contain objective, scope of activities, person responsible, responsibilities of each institution, schedules, benefits in term of financial and non-financial, budgets and sources of financing, and any other terms and conditions deemed necessary for the efficient management of the activity.

## **6. CONFIDENTIALITY**

6.1 Each of the Parties to this MOU shall at all times use its best endeavours to keep confidential (and to procure that its respective officers, employees, consultants and agents shall keep confidential) any confidential and Proprietary Information which any Party may acquire from the other Party and/or in relation to the academic collaboration or affairs of the Parties to this MOU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third parties without any obligation to keep confidential.

6.2 The Parties to this MOU shall procure that each of its affiliates and associated companies shall use all reasonable endeavours to ensure that the officers, employees, agents and consultants of each of them observe a similar obligation of confidence in favour of the Parties to this MOU.

6.3 The obligations imposed upon either Party herein shall not apply to information which:

- (i) is in possession of the receiving Party at the time of disclosure as shown by the receiving Party's use or files and records prior to the time disclosure; or
- (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this clause on Confidential Information; or
- (iii) is approved by the disclosing Party, in writing, for release; or
- (iv) is independently developed by the receiving Party; or
- (v) is disclosed pursuant to a requirement or request of a Government agency and law but only to the extent so ordered.



6.4 Nothing in this MOU is intended to grant any rights to the receiving Party under any patent or copyright, nor shall this MOU grant the receiving Party any rights in or to the originating Party's Confidential Information.

6.5 The provisions of this Clause 6 shall survive the termination of this MOU for any reason.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 The Parties acknowledge and agree that any and all patents, copyright, trade marks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.

7.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 7.1.

7.3 Both parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 7.1 and 7.2 above.

## **8. SPIRIT OF GOODWILL AND COOPERATION**

8.1 The Parties enter into this MOU in a spirit of goodwill and cooperation and will undertake and meet the terms of the MOU in the same manner.

8.2 The Parties acknowledge that they shall, without delay and in good faith, endeavour jointly to relieve any difference arising out of or in connection with this Memorandum shall be amicably resolved by the Parties.

## **9. TERMINATION**

During the validity of this MOU, either Party can terminate this MOU by giving Three (3) months written notice upon the occurrence of any one of the following events:

(a) A major breach by either Party of the confidentiality obligations in Clause 6 and Intellectual Property Rights in Clause 7;

(b) Either Party bringing the other into disrepute;

(c) Irreconcilable differences that affect the spirit of goodwill and cooperation and material operation of services, particularly sharing of intellectual property; or

(d) A series of minor breaches affecting trust and cooperation,

PROVIDED ALWAYS that the confidentiality obligations contained herein shall survive termination.



**10. NO PARTNERSHIP**

Nothing in this MOU shall create or be deemed to create, a partnership, joint venture or the relationship of principle and agent, between the Parties, joint venture or the relationship of principal and agent between the Parties.

**11. AMENDMENT**

Any amendment to this MOU shall only be effective if agreed by both Parties in writing and signed by both Parties.

**12. NON-BINDING NATURE**

This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MOU.

This MOU will automatically expire on the MOU Expiry Date unless the definitive formal academic collaboration agreement has, in form mutually satisfactory to the Parties hereto, been executed between RRMCH and RAKMHSU, or this MOU has been extended or renewed in writing by both Parties or earlier terminated.

Save and except for Clauses 6 and 7, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail save for any breach of Clause 6 and 7.

**13. RETURN OF MATERIALS**

Any materials or documents which have been furnished by the disclosing Party to the receiving Party shall be promptly returned, accompanied by all copies of such documentation within thirty (30) days upon termination of this MOU.

**14. COSTS AND EXPENSES**

If negotiations in respect of the transaction contemplated by this MOU prove abortive for any reason, each of the Parties shall be responsible for paying their own costs and expenses, and any work carried out by either Party under this MOU or otherwise shall be on an at risk basis and neither Party shall be entitled to any payment for, or reimbursement of, any loss of profit, loss of contracts or other cost, loss or expense.



IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF  
the authorized representative of the parties hereunto affixes their signature.

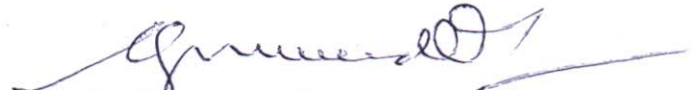
For and on behalf of

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Kambipura, Bangalore, Karnataka  
India

For and on behalf of

RAK Medical & Health Sciences  
University,  
Ras Al Khaimah, UAE

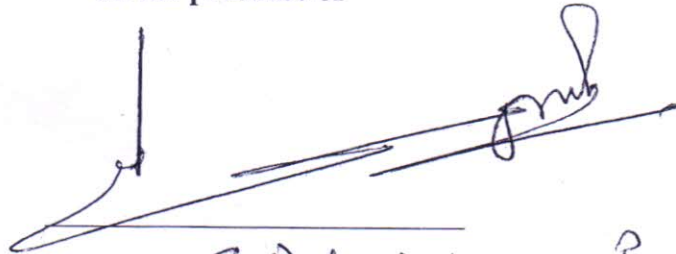
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Chairman  
Rajarajeswari Medical College  
& Hospital

  
Dr. S. Gurumadhva Rao  
Vice Chancellor  
RAK Medical & Health Sciences University

In the presence of

20/6/2014

In the presence of

  
C Prof. Debadatta Panigrahi

Date:



  
DEAN  
Rajarajeswari Medical College & Hospital  
Kambipura, Mysore Road  
Bangalore - 560 074.

# Memorandum of Understanding

Between



**RAK MEDICAL & HEALTH SCIENCES UNIVERSITY  
UNITED ARAB EMIRATES**

**&**

**RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL  
Kambipura, Mysore Road, Bengaluru, Karnataka, India**

**Memorandum of Understanding**  
**Between**  
**RAK Medical & Health Sciences University, UAE**  
**And**  
**RAJARAJESWARI MEDICAL COLLEGE & HOSPITAL**  
**Kambipura, Mysore Road, Bengaluru, Karnataka, India**

**Introduction:**

**RAK Medical and Health Sciences University** (hereinafter referred to as “**RAKMHSU**”) has been set up under the visionary leadership of His Highness Sheikh Saud Bin Saqr Al Qasimi, Supreme Council Member and Ruler of Ras Al Khaimah, and Chancellor of RAKMHSU. RAKMHSU is fully owned and managed by the RAK Government.

The aim of His Highness Sheikh Saud Bin Saqr Al Qasimi, Ruler of Ras Al Khaimah and Supreme Council Member, United Arab Emirates, and Chancellor, RAKMHSU was not just to build schools or colleges, but to lay a foundation for an educational infrastructure, which will serve as a platform for global institutions to provide world class training to the students across the region. His message was clear “we need to encourage excellence in our schools now more than ever”. RAKMHSU has been maintaining an absolute honesty and transparency in its functioning, in addition to relentless marching towards excellence.

RAK Medical & Health Sciences University started as a First Comprehensive Health Science University in UAE in the year 2006. The MBBS Program was introduced in the Academic Year 2006 and Bachelor of Dental Surgery (BDS), Bachelor of Pharmacy (B Pharm) and Bachelor of Nursing (BSN) were added in the year 2007. Further, the Bridge Program for BSN (RN-BSN) was added to our list from the Academic Year 2008-09. It is also a matter of pride for RAKMHSU for being able to be the First in UAE to start two year Masters Programs in Nursing and Pharmacy. Now, in addition to the MS in Adult Health Nursing (MSN) and MS in Clinical Pharmacy, we also have MS in Pediatric Nursing, MS in Community Health Nursing, MS in Psychiatric-Mental Health Nursing, MS in Pharmaceutical Chemistry, MS in Pharmaceutics after due accreditation. All the Undergraduate programs have received the renewal of accreditation from the Commission for Academic Accreditation (CAA), under the Ministry of Education – Higher Education Affairs, UAE.

**AND**

**Rajarajeswari Medical College & Hospital, Kambipura, Mysore Road, Bengaluru, Karnataka, India, hereinafter referred to as “RRMCH” of the Other Part;**

Rajarajeswari Medical College & Hospital (RRMCH) is situated at Kambipura, Mysore Road, Bangalore-560 074, atop a Hill in a serene 25 acres campus in the Southwest of



Bangalore conducting Graduate and 20 Postgraduate courses in the field of Medicine and Surgery. It has excellent infrastructure and facilities that match the best in the country for learning, and dedicated faculty to create the very best Medical Professionals to the International Standards.

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**NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:**

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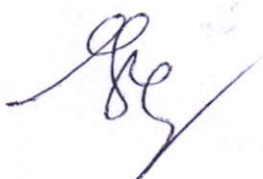
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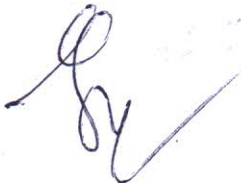
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## **5. THE COOPERATION PROCEDURE**

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The Liaison Personnel contacts from RRMCH and RAKMHSU may be named and approved by both Parties.

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The Cooperation Proposal in any form of cooperative activities as per listed in the 'The Cooperation Scheme' may be submitted through Liaison Personnel for review and approval. The Cooperation Proposal may contain objective, scope of activities, person responsible, responsibilities of each institution, schedules, benefits in term of financial and non-financial, budgets and sources of financing, and any other terms and conditions deemed necessary for the efficient management of the activity.

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## 7. INTELLECTUAL PROPERTY RIGHTS

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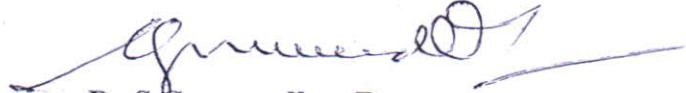
For and on behalf of

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For and on behalf of

RAK Medical & Health Sciences  
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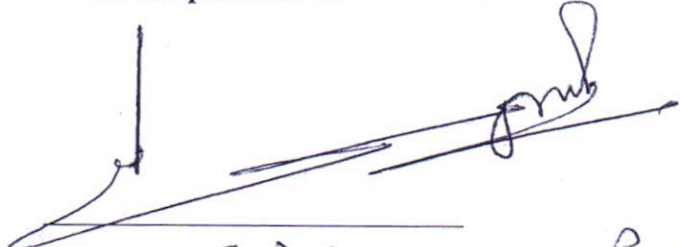
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Dr. S. Gurumadhva Rao  
Vice Chancellor  
RAK Medical & Health Sciences University

In the presence of

20/6/2014

In the presence of

  
C Prof. Debadatta Panigrahi

Date:



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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Document Sheet



The Karnataka State Registration and Stamps Department  
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
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ಬೆಲೆ : ರೂ. 2/-

## MEMORANDUM OF UNDERSTANDING

This MOU is made on (01-01-2018) between Dr. Sathya Murthy B, Rajarajeswari Medical college and Hospital, Bangalore -74 first party and Dean, Rajarajeswari Dental college and Hospital, Bangalore -74 hereinafter called second party.

Here the parties mutually agree for collaborative research work related to dental research projects.

### TERMS & CONDITIONS:

1. Both the parties agree for mutual sharing of the scientific data generated by the research project.
2. They would share the facilities and expertise available with their respective departments.
3. The study work needs to be carried out with the help of Research staff/Scholars/Students. Hence, there is a mutual agreement that the Research Staff/Scholars/Students would be allowed to work in the laboratories of both the organizations.

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- Both the organizations would have no financial obligations. Only the facilities and expertise would be made available. Arrangements from the respective organizations would be made for expenses incurred in the usage of lab chemicals.
- The students would abide by the rules and regulations of respective organizations and all communications will be made with parties involved in research project only.
- No research data will be published without prior permission or acknowledgement wherever necessary. We agree to the above said terms and conditions and would abide by the same.
- This MOU is for faculty and student research projects
- The duration will be for three years.

**First Party**

  
Dr. Satya Murthy B  
Dean  
Rajarajeshwari Medical College  
& Hospital & Bangalore - 560 074

DEAN  
Rajarajeshwari Medical College & Hospital  
Kambipura, Mysore Road  
Bangalore - 560 074.

**Second Party**

  
Dean  
Rajarajeshwari Dental College & Hospital  
Hospital Bangalore - 560 074

DEAN

Rajarajeshwari Dental College & Hospital  
BANGALORE-560 060

Hospital Bangalore - 560 074

To,  
Dr. Vijayanand S  
Executive Director  
Rajarajeswari Medical College, Kambipure  
Mysore Road, Bangalore – 560 074

Date: 1<sup>st</sup> Oct 2018

**Sub: Giving exposure to Stem Cell clinical applications to your Medical Students**

Sir,

This refers to the discussion we had on the above mentioned subject.

Stempeutics Research is a leading stem cell company in India – focusing on developing and commercializing novel therapeutics based on adult stem cells. It was founded by the Manipal Education and Medical Group in 2006. Stempeutics strength lies in developing innovative stem cell products by nurturing cutting edge research and clinical applications through dedicated efforts of its highly qualified team. Company's flagship product is Stempeucel® drug. It is an on-demand, off-the-shelf product based on allogeneic Mesenchymal Stromal Cells (MSC) derived from bone marrow of healthy, adult volunteers.

There are many clinical indications in which the stem cell research / clinical trials are ongoing in the country. Indications like – Critical Limb Ischemia (CLI) due to Buerger's disease, CLI due to atherosclerotic Peripheral Artery Disease, Osteoarthritis of knee joint, non – healing diabetic foot ulcer, perianal fistula due to Crohn's disease, avascular necrosis of head of femur and use of dendritic cells in different cancers like of lung, prostate and ovary are ongoing.

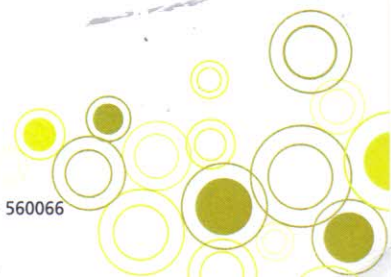
We will be happy to provide exposure to your medical students on this emerging field on Stem Cells science. Stem cells would be a major branch of medical treatments and would be a standard of cure and practice in the years to come.

We will communicate to you when your students can come to clinical trial sites in Bangalore for observing the clinical studies we are conducting in the area of Critical Limb Ischemia and Osteoarthritis shortly.

Thanking you,



B.N. Manohar  
MD & CEO



# Thyrocare

World's largest preventive care laboratory

ACCREDITED | NETWORKED | BARCODED

Authorised Collection Centre

## Thyrocare

World's Largest Thyroid Testing Laboratory

No. 357, TTC MIDC, Turbhe, Navi Mumbai - 400 703, India

Rajarajeshwari Medical College & Hospital

Kambipura, Mysore Road, Bangalore - 560 074

Date: 30.04.19

**Rajarajeshwari Medical Collage & Hospital**

**H O D of Bio - Chemistry Dept.**

**Micro Bio Dept.**

**CC..TO CEO & DEAN**

**CC.. TO Medical superdent**

**Kambipura Mysore Road**

**Bangalore.**

Respected sir / madam

Sub:- RENEWAL OF AGREEMENT

Sir Was we are giving service to your hospital since 10 years we are happy to extend our service in future. We are fully automated with all imported machine with 25000 sq. feet of area and reagent also imported by N A B L recommended as we have increased some more test in our catalogue and some price changes for few tests.

Please verify the price list attached for your reference.

I request you to kindly renew the agreement and approve the same for further documentations

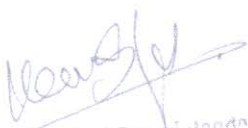
Note attached price list for 2019

Attached analyser and automation book

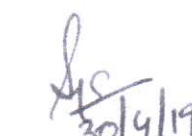
Thanking you

Yours sincerely

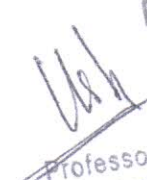
  
Ramesh K Naidu  
Pranimator


  
Medical Superintendent

Rajarajeshwari Medical College & Hospital  
Kambipura, Mysore Road  
Bangalore - 560 074

  
30/4/19  
Prof. & HOD  
Dept. of Microbiology  
Rajarajeshwari Medical  
College & Hospital  
Bangalore - 74

Thyrocare Technologies Limited

  
Professor & HOD  
Department of Biochemistry  
Rajarajeshwari Medical College & Hospital  
Bangalore - 560 074

  
DEAN  
Rajarajeshwari Medical College & Hospital  
Kambipura, Mysore Road  
Bangalore - 560 074.

enquiry@thyrocare.com | www.thyrocare.com | 022- 3090 0000 / 4125 2525

enquiry@thyrocare.com | www.thyrocare.com

(CIN : U85110MH2000PLC123882)

For THYROCARE  
 Proprietor

Sr.No	Test Code	Description	Methodology	Machine Name	Technology	Sample Type	Vol	Fasting	TA	PRICE
1	TSH	THYROID STIMULATING HORMONE (TSH)	ULTRA SENSITIVE SANDWICH CHEMI LUMINESCENT IMMUNO ASSAY	CENTAUR	C.L.I.A	SERUM	1m	N	3	75
2	T4	TOTAL THYROXINE (T4)	Competitive Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	75
3	T3	TOTAL TRIIODOTHYRONINE (T3)	Competitive Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	75
4	H6	HEMOGRAM - 6 PART (DIFF)	N/A	SYSMEX XN 1000	HEMATOLOGY	EDTA	2m	N	3	250
5	BEAP	BLOOD ELEMENT ANALYSIS PROFILE	ICP - MASS SPECTROMETRY	ICAPQC ICP-MS	ICP-MS	EDTA	2m	N	24	1000
6	HBA	HbA1c	Fully Automated H.P.L.C. using Biorad Variant II Turbo, NGSP Certified.	BIORAD VARIANT II TURBO	H.P.L.C	EDTA	2m	N	3	250
7	FT4	FREE THYROXINE (FT4)	Competitive Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	100
8	VITDC	25-OH VITAMIN D (TOTAL)	Fully Automated Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	650
9	FT3	FREE TRIIODOTHYRONINE (FT3)	Competitive Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	100
10	PRL	PROLACTIN (PRL)	Fully Automated Bidirectionally Interfaced Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	150
11	VITB	VITAMIN B-12	Fully Automated Bidirectionally Interfaced Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	250
12	FBS	FASTING BLOOD SUGAR	GOD-PAP METHOD	OLYMPUS	PHOTOMETRY	FLUORIDE	2m	Y	3	50
13	HOMO	HOMOCYSTEINE	COMPETITIVE CHEMI LUMINESCENT IMMUNO ASSAY	CENTAUR	C.L.I.A	SERUM	1m	Y	3	850
14	BTHAL	BETA-THALASSEMIA SCREENING	FULLY AUTOMATED H.P.L.C USING BIORAD VARIANT II.	BIORAD VARIANT II	H.P.L.C	EDTA	2m	N	24	450
15	LASE	LIPASE	ENZYMATIC COLORIMETRIC ASSAY	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	350
16	AMYL	AMYLASE	ENZYMATIC PHOTOMETRIC TEST.	ADVIA 1800	PHOTOMETRY	SERUM	1m	Y	3	300
17	PSA	PROSTATE SPECIFIC ANTIGEN (PSA)	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	CENTAUR	C.L.I.A	SERUM	1m	N	4	250
18	SOD	SODIUM	ION SELECTIVE ELECTRODE	OLYMPUS	I.S.E	SERUM	2m	N	3	100
19	SCRE	CREATININE - SERUM	Creatinine Enzymatic Method	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
20	TIGE	TOTAL Ige	FULLY AUTOMATED BIDIRECTIONALLY INTERFACED CHEMI LUMINESCENT IMMUNO ASSAY	CENTAUR	C.L.I.A	SERUM	1m	N	3	300



42	RBS	RANDOM BLOOD SUGAR	GOD-PAP METHOD	OLYMPUS	PHOTOMETRY	FLUORIDE	2m	N	3	50
43	AHEL	ADULT HEMOGLOBIN ELECTROPHORESIS	FULLY AUTOMATED CAPILLARY ZONE ELECTROPHORESIS (SEBIA CAPILLARYS 2 FLEX PIERCING)	CAPILLARY ELECTROPHORESIS	CAPILLARY ELECTROPHORESIS	EDTA	2m	N	12	550
44	TX_M	TOXO GONDII - IgM	Solid Phase Capture Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
45	E2	ESTRADIOL/OESTROGEN (E2)	Fully Automated Bidirectionally Interfaced Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	300
46	SGPT	ALANINE TRANSAMINASE (SGPT)	IFCC* Without Pyridoxal Phosphate Activation	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
47	RB_M	RUBELLA - IgM	Solid Phase Capture Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
48	SEEL	SERUM ELECTROLYTES	ION SELECTIVE ELECTRODE	OLYMPUS	I.S.E	SERUM	1m	Y	3	200
49	IRON	IRON	Ferrozine method without deproteinization	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	200
50	PHOS	PHOSPHOROUS	Unreduced Phosphomolybdate Method	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
51	FOLI	FOLATE	Fully Automated Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	300
52	SAG	HEPATITIS B SURFACE ANTIGEN (HBsAg)	SOLID PHASE ENZYME IMMUNOASSAY	OFFLINE	E.L.I.S.A	SERUM	1m	N	12	550
53	CEA	CARCINO EMBRYONIC ANTIGEN (CEA)	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	ARCHITECT	C.L.I.A	SERUM	1m	N	4	300
54	AHCV	ANTI HEPATITIS C VIRUS (Anti HCV) - TOTAL	SOLID PHASE ENZYME IMMUNOASSAY	OFFLINE	E.L.I.S.A	SERUM	1m	N	12	550
55	ADA	ADENOSINE DEAMINASE	ENZYMATIC COLORIMETRIC TEST	OLYMPUS	PHOTOMETRY	SERUM	1m	N	24	350
56	HC_M	HERPES SIMPLEX VIRUS (HSV)-IgM	Solid Phase Capture Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
57	PTH	INTACT PARATHYROID HORMONE (PTH)	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	BECKMAN ACCESS 2	C.L.I.A	SERUM	1m	N	4	600
58	MA	MALARIAL ANTIGEN	RAPID IMMUNOASSAY	OFFLINE	IMMUNOASSAY	EDTA	3m	N	12	150
59	CM_M	CYTOMEGALO VIRUS (CMV) - IgM	Solid Phase Capture Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
60	TTGA	TISSUE TRANSGLUTAMINASE - IgA (TTG)	SOLID PHASE ENZYME IMMUNOASSAY	ELISA	E.L.I.S.A	SERUM	1m	N	12	350
61	DHEA	DHEA - SULPHATE (DHEAS)	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	BECKMAN ACCESS 2	C.L.I.A	SERUM	1m	N	4	600
62	CORT	CORTISOL	Fully Automated Bidirectionally Interfaced Chemi Luminescent Immuno Assay	ROCHE	C.L.I.A	SERUM	1m	N	4	300

For THYRGAAR  
 Proprietor

For THYROCARE  
 P.001/10101

63	TX_G	TOXO CONDII - IgG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
64	PROG	PROGESTERONE	FULLY AUTOMATED BIDIRECTIONALLY INTERFACED CHEMI LUMINESCENT IMMUNO ASSAY	ARCHITECT	C.L.I.A	SERUM	1m	N	4	300
65	ATG	ANTI THYROGLOBULIN ANTIBODY (ATG)	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	ROCHE	C.L.I.A	SERUM	1m	N	4	400
66	E22	ELEMENTS 22 (TOXIC AND NUTRIENTS)	ICP - MASS SPECTROMETRY	ICAPQC ICP-MS	ICP-MS	EDTA	3m	Y	24	1500
67	RB_G	RUBELLA - IgG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
68	AFP	ALPHA FETO PROTEIN (AFP)	Fully Automated Chemi Luminescent Immuno Assay	IMMULITE	C.L.I.A	SERUM	1m	N	4	550
69	APLM	ANTI PHOSPHOLIPID ANTIBODY (APL) - IgM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	400
70	FTES	FREE TESTOSTERONE	SOLID PHASE ENZYME IMMUNOASSAY	OFFLINE	E.L.I.S.A	SERUM	1m	N	12	550
71	PROT	PROTEIN - TOTAL	Biuret Method	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
72	ASO	ANTI STREPTOLYSIN - O (ASO)	FULLY AUTOMATED NEPHELOMETRY - BN-II	BN 100	NEPHELOMETRY	SERUM	1m	N	12	350
73	APLG	ANTI PHOSPHOLIPID ANTIBODY (APL) - IgG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	400
74	SGOT	ASPARTATE AMINOTRANSFERASE (SGOT)	IFCC* Without Pyridoxal Phosphate Activation	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
75	POT	POTASSIUM	ION SELECTIVE ELECTRODE	OLYMPUS	I.S.E	SERUM	2m	N	3	100
76	EAG	HEPATITIS B ENVELOPE ANTIGEN (HBeAg)	Fully Automated Bidirectionally Interfaced Chemi Luminescent Immuno Assay	ARCHITECT	C.L.I.A	SERUM	1m	N	4	500
77	HAVM	ANTI HEPATITIS A VIRUS (ANTI HAV) - IgM	FULLY AUTOMATED BIDIRECTIONALLY INTERFACED CHEMI LUMINESCENT IMMUNO ASSAY	ARCHITECT	C.L.I.A	SERUM	1m	N	4	550
78	TRIG	TRIGLYCERIDES	Enzymatic Colorimetric Method (GPO) [Highly influenced by level of fasting]	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
79	PREL	PROTEIN ELECTROPHORESIS	Fully Automated Capillary Zone Electrophoresis (Sebia Capillarys 2 Flex Piercing)	CAPILLARY ELECTROPHORESIS	CAPILLARY ELECTROPHORESIS	SERUM	1m	N	12	400
80	DNA	ANTI - DSDNA	SOLID PHASE ENZYME IMMUNOASSAY	ELISA	E.L.I.S.A	SERUM	1m	N	12	400
81	HEVM	ANTI HEPATITIS E VIRUS (Anti HEV) - IgM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	550
82	TYP	TYPHOID TEST	LATERAL FLOW IMMUNOASSAY	OFFLINE	IMMUNOASSAY	SERUM	3m	N	12	200
83	AC_M	CARDIOLIPIN ANTIBODY (ACL) - IgM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	400

FOR HYDROCARE  
  
 Proprietor

84	BILT	BILIRUBIN - TOTAL	Vanadate Oxidation	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
85	C199	CA 19-9	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	ARCHITECT	C.L.I.A	SERUM	1m	N	4	500
86	ALKP	ALKALINE PHOSPHATASE	Modified IFCC method	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
87	TIBC	TOTAL IRON BINDING CAPACITY (TIBC)	Spectrophotometric Assay	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	200
88	AC_G	CARDIOLIPIN ANTIBODY (ACL) - IgG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	400
89	HIVE	HIV - I & II ELISA KIT - I	SOLID PHASE CAPTURE ENZYME IMMUNOASSAY	OFFLINE	E.L.I.S.A	SERUM	1m	N	12	550
90	LDH	LACTATE DEHYDROGENASE	LACTATE / NAD METHOD	ADVIA 1800	PHOTOMETRY	SERUM	3m	N	3	150
91	CM_G	CYTOMEGALO VIRUS (CMV) - IgG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
92	HC_G	HERPES SIMPLEX VIRUS (HSV)-IgG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
93	MG	MAGNESIUM	MODIFIED XYLYL BLUE REACTION METHOD	ADVIA 1800	PHOTOMETRY	SERUM	3m	N	3	100
94	TG	THYROGLOBULIN (TG)	Fully Automated Chemi Luminescent Immuno Assay	IMMULITE	C.L.I.A	SERUM	1m	N	4	450
95	TPHA	TREPONEMA PALLIDUM HAEMAGGLUTINATION		ELISA	AGGLUTINATION	SERUM	1m	N	12	200
96	C3	COMPLEMENT 3 (C3)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m	N	12	400
97	HS1G	HERPES SIMPLEX VIRUS I (HSV)-IGG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
98	HGH	HUMAN GROWTH HORMONE (HGH)	Fully Automated Chemi Luminescent Immuno Assay	IMMULITE	C.L.I.A	SERUM	1m	N	4	400
99	FFSA	FREE PSA	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	ROCHE	C.L.I.A	SERUM	1m	N	4	400
100	SALB	ALBUMIN - SERUM	Albumin Bcg'method (Colorimetric Assay Endpoint)	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
101	HS1M	HERPES SIMPLEX VIRUS I (HSV)-IGM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
102	NHEL	NEONATAL HEMOGLOBIN ELECTROPHORESIS	FULLY AUTOMATED CAPILLARY ZONE ELECTROPHORESIS (SEBIA CAPILLARYS 2 FLEX PIERCING)	CAPILLARY ELECTROPHORESIS	CAPILLARY ELECTROPHORESIS	EDTA	2m	N	12	450
103	17OH	17 OH PROGESTERONE	COMPETITIVE ENZYME IMMUNOASSAY	OFFLINE	E.L.I.S.A	SERUM	1m	N	12	400
104	HS2G	HERPES SIMPLEX VIRUS II (HSV)-IgG	Solid Phase Capture Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150
105	HS2M	HERPES SIMPLEX VIRUS II (HSV)-IGM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	150

FOR HYBRIDIZATION  
  
 10/1/2010

106	NEOT	NEOT	Fully Automated Bidirectionally Interfaced Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	EDTA	2m 1	Y	3	250
107	HCHO	HDL CHOLESTEROL - DIRECT	Enzyme selective protection method	OLYMPUS	PHOTOMETRY	SERUM	1m 1	Y	3	100
108	HCVQL	HEPATITIS C VIRUS (HCV) QUALITATIVE PCR	RT-PCR	QIAGEN	REAL TIME PCR	EDTA	2M L	N	48	2000
109	HCVQN	HEPATITIS C VIRUS (HCV) QUANTITATIVE PCR	RT-PCR	QIAGEN	REAL TIME PCR	EDTA	2M L	N	48	3500
110	HIVQL	HIV-1, RNA QUALITATIVE PCR	RT-PCR	QIAGEN	REAL TIME PCR	EDTA	2M L	N	48	1500
111	HIVQN	HIV-1, RNA QUANTITATIVE PCR	RT-PCR	QIAGEN	REAL TIME PCR	EDTA	2M L	N	48	3500
112	HBVQL	HEPATITIS B VIRUS (HBV) QUALITATIVE PCR	RT-PCR	QIAGEN	REAL TIME PCR	EDTA	2M L	N	48	2000
113	HBVQN	HEPATITIS B VIRUS (HBV) QUANTITATIVE PCR	RT-PCR	QIAGEN	REAL TIME PCR	EDTA	2M L	N	48	4000
114	Q-TB	QUANTIFERON - TB GOLD	IGRA (INTERFERON GAMMA RELEASE ASSAY)	MANUAL	E.L.I.S.A	LITHIUM HEPARIN	3M L	Y	24	2500
115	HVA	HEMOGLOBIN VARIANT ANALYSIS - HPLC	FULLY AUTOMATED H.P.L.C USING BIORAD VARIANT II.	BIORAD VARIANT II	H.P.L.C	EDTA	3m 1	N	8	350
116	VDRL	VDRL (RPR) FOR SYPHILIS	RAPID PLASMA REAGIN	OFFLINE	AGGLUTINATION	SERUM	1M L	Y		150
117	VALP	VALPROIC ACID	Fully Automated Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m 1	N	3	350
118	G6PD	GLUCOSE-6-PHOSPHATE DEHYDROGENASE	ENZYMATIC COLORIMETRIC TEST	OLYMPUS	PHOTOMETRY	EDTA	2m 1	N	24	600
119	LITHI	LITHIUM	LI METHOD	DIMENSION	PHOTOMETRY	SERUM	1m 1	N	12	300
120	WEST	HIV - WESTERN BLOT	Paper Chromatography	ELISA	P.C	SERUM	1m 1	N	24	1200
121	BILD	BILIRUBIN -DIRECT	Vanadate Oxidation	OLYMPUS	PHOTOMETRY	SERUM	1m 1	Y	3	100
122	GGT	GAMMA GLUTAMYL TRANSFERASE (GGT)	Modified IFCC method	OLYMPUS	PHOTOMETRY	SERUM	1m 1	Y	3	100
123	SHBG	SEX HORMONE BINDING GLOBULIN (SHBG)	Fully Automated Chemi Luminescent Immuno Assay	ROCHE	C.L.I.A	SERUM	1m 1	N	4	350
124	C153	CA 15.3	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	ARCHITECT	C.L.I.A	SERUM	1m 1	N	4	500
125	LPA	LIPOPROTEIN (A) [LP(A)]	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m 1	Y	12	350
126	AHBE	ANTI HEPATITIS B ENVELOPE ANTIGEN (AHBe) TOTAL	Fully Automated Bidirectionally Interfaced Chemi Luminescent Competitive Immuno Assay	ARCHITECT	C.L.I.A	SERUM	1m 1	N	4	500
127	C4	COMPLEMENT 4 (C4)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m 1	N	12	400

For THYROCARE  
 Proprietor

128	HBCM	ANTI HEPATITIS B CORE ANTIGEN (AHBC) - IgM	SOLID PHASE ENZYME IMMUNOASSAY	ELISA	E.L.I.S.A	SERUM	1m	N	12	550
129	HBST	ANTI HEPATITIS B SURFACE ANTIGEN (AHBS) - TOTAL	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	ARCHITECT	C.L.I.A	SERUM	1m	N	4	500
130	CANC	PR3 - ANCA ( C-ANCA )	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	500
131	AC_A	CARDIOLIPIN ANTIBODY (ACL) - IgA	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	400
132	APOB	APOLIPOPROTEIN - B (APO-B)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m	Y	12	350
133	APOA	APOLIPOPROTEIN - A1 (APO-A1)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m	Y	12	350
134	PHEN	PHENYTOIN / DILANTIN / EPTOIN	Fully Automated Chemi Luminescent Immuno Assay	ROCHE	C.L.I.A	SERUM	1m	N	4	350
135	HBCT	ANTI HEPATITIS B CORE ANTIGEN (AHBC) - TOTAL	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	ARCHITECT	C.L.I.A	SERUM	1m	N	4	500
136	PANC	MPO - ANCA ( P - ANCA )	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	500
137	HAVT	ANTI HEPATITIS A VIRUS (HAV) - TOTAL	Competitive Enzyme immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	500
138	ANDR	ANDROSTENEDIONE (A4)	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY DERIVED FROM SERUM ALBUMIN AND PROTEIN VALUES	IMMULITE	C.L.I.A	SERUM	1m	N	4	450
139	SEGB	SERUM GLOBULIN	FULLY AUTOMATED NEPHELOMETRY- BN-II	OLYMPUS	PHOTOMETRY	SERUM	1m	N	3	100
140	IGG	IMMUNOGLOBULIN G (IgG)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN 100	NEPHELOMETRY	SERUM	1m	N	12	350
141	ASAB	ANTI SPERM ANTIBODY (ASAB)	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	350
142	IGA	IMMUNOGLOBULIN A (IgA)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m	N	12	350
143	HPYG	HELICOBACTER PYLORI - IgG	Solid Phase Enzyme Immunoassay	CHORUS	E.L.I.S.A	SERUM	2m	N	24	650
144	NTSH	NEONATAL THYROID STIMULATING HORMONE # (TSH)	Fully Automated Bidirectionally Interfaced Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	EDTA	2m	N	3	250
145	IGM	IMMUNOGLOBULIN M (IgM)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m	N	12	350
146	CG001	KARYOTYPING	PERIPHERAL BLOOD CULTURE, CHROMOSOME PREPARATION AND G-BANDING	MANUAL	KARYOTYPING	SODIUM HEPARIN	1m	N	###	3500
147	DG_M	DENGUE-IgM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	350
148	CARB	CARBAMAZEPINE / TEGRETOL	Fully Automated Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	1m	N	3	350
149	SICKL	SICKLING TEST		OFFLINE	MICROSCOPY	EDTA	2m	N	24	150

PROPRIETOR  
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150	HPYA	HELICOBACTER PYLORI - IgA	Solid Phase Enzyme Immunoassay	CHORUS	E.L.I.S.A	SERUM	1m	N	24	650
151	LDL	LDL CHOLESTEROL - DIRECT	Homogenous Enzymatic Colorimetric Assay	OLYMPUS	PHOTOMETRY	SERUM	1m	Y	3	100
152	SIANA	ANA SCREENING (IMMUNOFLUORESCENCE)	FULLY AUTOMATED INDIRECT IMMUNOFLUORESCENCE	HELMET	IFA	SERUM	1m	N	24	500
153	E3	UNCONJUGATED ESTRIOL (E3)	Fully Automated Chemi Luminescent Immuno Assay	IMMULITE	C.L.I.A	SERUM	1m	N	4	350
154	LP_M	LEPTOSPIRA-IgM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	400
155	DG_G	DENGUE-IGG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	1m	N	12	350
156	CG002	KARYOTYPING COUPLES - HUSBAND	Peripheral Blood Culture, Chromosome Preparation and G-Banding	MANUAL	KARYOTYPING	SODIUM HEPARIN	1m	N	###	3500
157	CG003	KARYOTYPING COUPLES - WIFE	Peripheral Blood Culture, Chromosome Preparation and G-Banding	MANUAL	KARYOTYPING	SODIUM HEPARIN	1m	N	###	3500
158	RIANA	ANA TITRE (IMMUNOFLUORESCENCE)	FULLY AUTOMATED INDIRECT IMMUNOFLUORESCENCE	HELMET	IFA	SERUM	1m	N	24	750
159	SEZN	SERUM ZINC	NITRO - PAPS	ADVIA 2400	PHOTOMETRY	SERUM	3m	N	12	150
160	SECU	SERUM COPPER	3,5-DIBR-PAESA	ADVIA 2400	PHOTOMETRY	SERUM	3m	N	12	150
161	VITK	VITAMIN K	LIQUID CHROMATOGRAPHY TANDEM MASS SPECTROMETRY	LC-MS	LC-MS/MS	SERUM	1m	N	24	1250
162	VITE	VITAMIN E	LIQUID CHROMATOGRAPHY TANDEM MASS SPECTROMETRY	LC-MS	LC-MS/MS	SERUM	1m	N	24	1250
163	VITA	VITAMIN A	LIQUID CHROMATOGRAPHY TANDEM MASS SPECTROMETRY	LC-MS	LC-MS/MS	SERUM	1m	N	24	1250
164	PAPPA	PREGNANCY ASSOCIATED PLASMA PROTEIN A	Fully Automated Chemi Luminescent Immuno Assay	IMMULITE	C.L.I.A	SERUM	1m	N	4	750
165	B2G1M	BETA 2 GLYCOPROTEIN 1 - IgM	SOLID PHASE ENZYME IMMUNOASSAY	MANUAL	E.L.I.S.A	SERUM	2M	N	48	450
166	CHL_M	ANTI CHLAMYDIA ANTIBODY IGM	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	2m	N	48	350
167	CHL_G	ANTI CHLAMYDIA ANTIBODY IGG	Solid Phase Enzyme Immunoassay	ELISA	E.L.I.S.A	SERUM	2m	N	48	350
168	B2G1G	BETA 2 GLYCOPROTEIN 1 - IgG	SOLID PHASE ENZYME IMMUNOASSAY	MANUAL	E.L.I.S.A	SERUM	2M	N	48	450
169	VD125	VITAMIN D 1,25 - DIHYDROXY	IMMUNOENZYMATIC ASSAY	MANUAL	E.L.I.S.A	SERUM	2M	N	72	1200
170	TPAB	TREPONEMA PALLIDUM ANTIBODY (TPAB)	COMPETITIVE ENZYME IMMUNOASSAY	ELISA	E.L.I.S.A	SERUM	1m	N	48	300
171	NS1	DENGUE NS1 ANTIGEN	RAPID IMMUNOCHROMATOGRAPHIC ASSAY	MANUAL	IMMUNOASSAY	SERUM	2M	N	12	350
172	PBHCG	FREE BETA HCG	Fully Automated Chemi Luminescent Immuno Assay	IMMULITE	C.L.I.A	SERUM	1m	N	4	750

PROPRIETOR  
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173	INHIB	INHIBIN A	SEQUENTIAL TWO-STEP IMMUNOENZYMATIC (SANDWICH) ASSAY	BECKMAN ACCESS 2	C.L.I.A	SERUM	1m I N 12	1000
174	SCL70	ANTI SCL - 70 ANTIBODY	SOLID PHASE ENZYME IMMUNOASSAY	MANUAL	E.L.I.S.A	SERUM	3m I Y 48	750
175	CYST	CYSTATIN C	LATEX ENHANCED IMMUNOTURBIDIMETRY	ADVIA 2400	IMMUNOTURBIDIMETR Y	SERUM	2M L N 24	450
176	LKM1	LIVER KIDNEY MICROSOMES	IMMUNOENZYMATIC ASSAY	CHORUS	E.L.I.S.A	SERUM	2M L N 48	1000
177	PLA2	LIPROTEIN ASSOCIATED PHOSPHOLIPASE A2 (LP-PLA2)	ENZYMATIC ASSAY	OLYMPUS	PHOTOMETRY	SERUM	1m I N 24	750
178	ESR	ERYTHROCYTE SEDIMENTATION RATE (ESR)	WESTERGREN	MANUAL	WESTERGREN	EDTA	N 12	100
179	GBMG	ANTI GLOMERULAR BASEMENT MEMBRANE PROTEIN - IgG	IMMUNOENZYMATIC ASSAY	CHORUS	E.L.I.S.A	SERUM	2M L N 48	1200
180	CG004	KARYOTYPING FOR AMBIGUOUS GENITALIA	Peripheral Blood Culture, Chromosome Preparation and G-Banding	MANUAL	KARYOTYPING	SODIUM HEPARIN	1m I N ###	3500
181	COTIN	COTININE	RAPID IMMUNOASSAY	OFFLINE	IMMUNOASSAY	URINE	2m I N 12	350
182	CERU	CERULOPLASMIN	Immunonephelometry	BN-II	NEPHELOMETRY	SERUM	3m I N 12	450
183	ANA17 B	ANTINUCLEAR ANTIBODIES-17 BLOT	Membrane bound enzyme immunoassay	HELMED	IMMUNOBLOT	SERUM	2M L N 24	1800
184	HSCRIP	HIGH SENSITIVITY C-REACTIVE PROTEIN (hs-CRP)	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	2M L Y 12	250
185	INSPA	INSULIN - FASTING	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	BECKMAN ACCESS 2	C.L.I.A	SERUM	1M L Y 12	300
186	INSPP	INSULIN - PP	FULLY AUTOMATED CHEMI LUMINESCENT IMMUNO ASSAY	BECKMAN ACCESS 2	C.L.I.A	SERUM	1M L N 12	300
187	ERYP	ERYTHROPOIETIN	Fully Automated Chemi Luminescent Immuno Assay	IMMULITE	C.L.I.A	SERUM	3m I N 4	350
188	CPEP	C-PEPTIDE	Fully Automated Chemi Luminescent Immuno Assay	CENTAUR	C.L.I.A	SERUM	3m I Y 3	500
189	CHI_M	CHIKUNGUNYA-IGM	INDIRECT ELISA	ELISA	E.L.I.S.A	SERUM	3m I N 12	1000
190	AAP	AMINO ACID PROFILE (35)	LIQUID CHROMATOGRAPHY TANDEM MASS SPECTROMETRY	LC-MS	LC-MS/MS	SERUM	3m I N 12	1500
191	UROG	URINOGRAM	N/A	DIRUI H-100	MICROSCOPY	URINE	2m I N 12	150
192	STFR	SOLUBLE TRANSFERRIN RECEPTOR	FULLY AUTOMATED NEPHELOMETRY- BN-II	BN-II	NEPHELOMETRY	SERUM	1m I N 12	1000
193	CG005	FISH æ" DOWNÆ"MS SYNDROME	FISH	MANUAL	HYBRIDIZATION	SODIUM HEPARIN	L N ###	4500
194	CG006	FISH - FOR SEX CHROMOSOME ANOMALIES	FISH	MANUAL	HYBRIDIZATION	SODIUM HEPARIN	2M L N ###	4500

For PROKRO CARE  
 Proprietor



AND

- (2) **RRMCH (RAJA RAJESHWARI MEDICAL COLLEGE & HOSPITAL)** is a unit of Moogambai Charitable And Education Trust, a NABH accredited Hospital located at 202, Mysore road Kambipura Bengaluru, Karnataka

**PAN:AAATM1102**

**M/s. Trident Diagnostics & Healthcare Pvt. Ltd** takes pleasure in contracting with you as a client with the following terms and conditions on.

### TERMS AND CONDITIONS

The term of this MOU will be in force for a period of one year from the date of entering into agreement

That, if both the parties are satisfied with the service then after the lapse of one year. They can go for the renewal of this agreement along with any other amendments.

**1. Investigations :** All the investigations and services will be provided as described in the Lab to Lab services effective from however, changes if any will be intimated through circular.

#### 2. Logistics :

- a) The sample pickup and report delivery services will be provided by Trident Diagnostics as per predefined routes fixed by us. However, in case of genuine emergency, the services shall be rendered at odd hours depending on availability of the courier boy.
- b) Primary responsibility of collecting samples lies with the centre Collecting Samples. Trident Diagnostics will not be responsible for any sample loss due to natural calamities and incidences beyond our control.
- c) It will be our endeavor to send you to reports of the specimens sent to us as per the schedule defined in our price list. But Trident Diagnostics will not be responsible for delays due to circumstances beyond our control.

**3. Pricing :** Refer to Trident Diagnostics latest lab to Lab services for the test charges. The center agrees not to charge lesser than the charges mentioned in the Lab to Lab of services. For confirmation for doubt, you are requested to call us for the query related to price of any test to the Laboratory Manger / Marketing Manager of Trident Diagnostics.

Seal & Signature  
MD  
TRIDENT DIAGNOSTICS & HEALTHCARE PVT. LTD.  
Bangalore-56

Seal & Signature  
H.O.D - RRMCH

Professor & HOD  
Department of Biochemistry  
Rajarajeswari Medical College & Hospital  
Bangalore - 560 074

4. **Discounts :** No discounts done due to Lab to lab services, however if any special discounts is offered will be captured in Annexure I.

5. **Billing :** A monthly bill statement describing patient's name, date of receipt of sample, SID number, total charges, collection charges, and net charges payable will be issued of every month. Any discrepancy in the bill has to be reported within 2 days of the receipt of the bill in writing at our email address only [lab@tridentdiagnostics.com](mailto:lab@tridentdiagnostics.com) / [info@tridentdiagnostics.com](mailto:info@tridentdiagnostics.com) / [accounts@tridentdiagnostics.com](mailto:accounts@tridentdiagnostics.com).

6. For samples sent from your institute / organization for HIV testing it is precluded that consent has been taken including Pre-test and Post-test counseling as per NACO Guidelines.

7. **Sampling:** Samples to be sent to Laboratory as per the Sample procedures defined in our Lab to Lab Services. The Lab has to make arrangements for additional sampling in case samples are not collected as per the procedure / Quantity not sufficient / for repetition of test done to reasons beyond the control of the lab. A charge towards the repetition of test is at the sole discretion of the Laboratory.

#### 8. **Payments:**

a. Credit period of 45 days will be given to the client will be given to the client from the start of the month for which the billing is done.

**Ex:** For the billing month of Jan 19, Payments can be made latest by 15<sup>th</sup> Feb 19

b. Delayed payments beyond the Credit period will attract interest at the rate of 18% per annum. If the due amount exceeds the credit limit sanctioned by us in the system, services will be automatically deactivated without prior information.

c. Payments to be made by Cheque or DD favoring "Trident Diagnostics & Healthcare Pvt. Ltd".

d. We recommend avoiding cash payments. Cash transaction should be done with prior information to the management, solely at your responsibility. Trident Diagnostics will not be responsible for loss of cash in transit and such complaints will not be entertained.

e. Please take an acknowledgment and signature of the Trident Diagnostics representative receiving cash, which needs to be produced in case of dispute.



Seal & Signature

H.O.D - RRMCH

Professor & HOD  
Department of Biochemistry  
Rajarajeswari Medical College & Hospital  
Bangalore - 560 074

- f. Though we shall be sending the receipts of the payments, you are requested to pursue the matter in case the receipt is not obtained.

**9. Accounts:** For account / audit purpose, if required by us, you are requested to share your statement of account with us.

**10. Services Support -**

1. A Lab Manager or concerned Technical Managers of Trident Diagnostics will take care of any questions / suggestions with regards to reports, samples, urgent pickups, billing and operations.
2. Trident Diagnostics will provide you with the latest technical updates and expertise through CME's, Diagno View magazine and business management education through workshops which will aid you in your growth plans.

**12. Loyalty :** The center agrees to send all the referral test to Trident Diagnostics only.

**13. Liability :** In case of Hospital or Hospital lab is handed over to other Management or Party, Liability of due payment lies with the Management or Party having MOA with Trident Diagnostics.

**14.** This is non-exclusive agreement will be valid till 31.03.2020 and can be extended by mutual consent of both the parties. However, either party will be at liberty to terminate this agreement by giving 30 days notice in writing after settling all its dues to the other party. It is mandatory as per our company policy; renewal of agreement should be done at every end of financial year.

**Other Conditions**

- a) Confidentiality: The Parties shall keep in strict confidence any confidential information received by them from the other Party while participating in affairs/businesses during the term of this Agreement ("Confidential Information") and shall not disclose such Confidential Information, anytime in future, to any person/party not being party to this Agreement. Confidential Information shall, at all times, remain the property of the disclosing Party and the receiving Party shall not acquire any rights to such Confidential Information.
- b) Indemnity: Each Party shall indemnify, defend, and hold harmless the other Party harmless against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach (or alleged breach) by the first party of any of the provisions or representation and warranties of this Agreement.

Seal & Signature

M.D

Seal & Signature

H.O.D - RRMCH

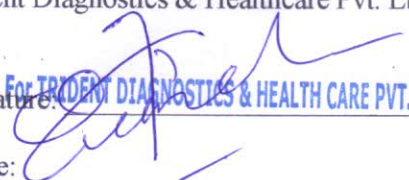

Professor & HOD

Department of Biochemistry

Rajarajeswari Medical College & Hospital  
Bangalore - 560 074

- c) Notice: All notices given hereunder shall be given in writing, by personal delivery, or Registered Post A.D., at the address of the parties set forth in this Agreement, unless either Party, at any time or times, designates another address for itself by notifying the other Party thereof by Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D
- d) Governing Laws and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India. Courts at Bangalore, to the exclusion of all other courts, shall have the exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.
- e) Dispute Resolution: Any dispute between the Parties, inter se, arising out of or in relation to this Agreement shall be resolved by the Parties mutually within fifteen (15) days' of one Party giving to the others, notice of the said dispute, failing which, the said dispute shall be referred to arbitration to be conducted by a sole arbitrator appointed by the company in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments thereto ("Act"). Arbitral proceedings shall also be conducted in English language as per the provisions of the Act. Venue for such arbitration proceeding shall be Bangalore.
- f) Entire Agreement and Amendments: This Agreement constitutes the entire understanding amongst the Parties. This Agreement shall be binding on all Parties and may be specifically enforced by either Party. No changes, alterations, amendments or variations to this Agreement shall be valid or effective unless effected by one or more instruments in writing and signed by all the Parties to this Agreement.

In witness where of, the Parties here to have set their hands on the day and month as here in above mentioned:

Trident Diagnostics & Healthcare Pvt. Ltd Signature:  Name: <b>Trident Diagnostics &amp; Health Care Pvt.Ltd.</b> Designation: <b>Managing Director</b>	RAJA RAJESHWARI MEDICAL COLLEGE & HOSPITAL Signature:  Name: <b>RAJAJESHWARI MEDICAL COLLEGE &amp; HOSPITAL</b> Designation: <b>Kambipura, Mysore Road Kengeri, Bangalore - 560 074</b>
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Witnesses:

1. 

**DEAN**  
**Rajarajeswari Medical College & Hospital**  
**Kambipura, Mysore Road**  
**Bangalore - 560 074.**

SL NO	TEST NAME	PRICE
<b>A</b>	<b>URINE SAMPLE</b>	
1	URINE PROTEIN	150
2	URINE MICRO ALBUMIN	200
3	URINE CREATINE	100
4	URINE CALCIUM	80
5	URINE OSMALITY	400
<b>B</b>	<b>CSF SAMPLE</b>	
1	GLUCOSE	20
2	PROTEIN	120
3	LDH	250
4	CHLORIDE	150
<b>C</b>	<b>PLEURAL FLUID</b>	
1	ADA	250
2	AMYLASE	150
3	LIPASE	150
4	GLUCOSE	20
5	PROTEIN	120
<b>D</b>	<b>ASCITIC FLUID</b>	
1	AMYLASE	150
2	LIPASE	150
3	GLUCOSE	20
4	PROTEIN	150
5	ADA	250
<b>E</b>	<b>SYNOVIAL FLUID</b>	
1	GLUCOSE	20
2	PROTEIN	120

Samples will be sent for further lab comparison once in 3 months.

For TRIDENT DIAGNOSTICS & HEALTH CARE PVT.LTD.

Seal & Signature

Managing Director

Seal & Signature

H.O.D - RRMCH