



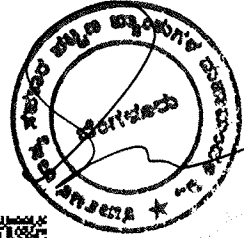
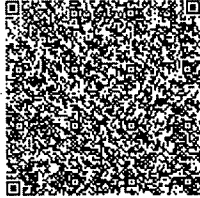
सत्यमेव जयते

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Purchased by : HEALTHCARE GLOBAL ENTERPRISES LIMITED
Description of Document : Article 37 Note or Memorandum
Description : M O U
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First Party : SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION
Second Party : HEALTHCARE GLOBAL ENTERPRISES LIMITED
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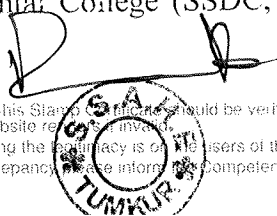
This Memorandum of Understanding (hereinafter referred to as the "MoU") is entered into this 5th Friday of July 2019.

BETWEEN

Sri Siddhartha Academy of Higher Education,(decalred as Deemed to be university u/s 3 of the UGC Act,1956) comprising of Sri Siddhartha Medical College (SSMC), Tumkur and Sri Siddhartha Dental College (SSDC, Tumkur, having its office at Agalakote, B H Road, Tumkur

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Karnataka, 527 107 (hereinafter referred to as “SSAHE”) represented by the Vice Chancellor and Authorised Signatories

AND

Health Care Global Enterprises Ltd, (hereinafter referred to as the “HCG/Strand”) Its main office at HCG Towers # 8,P Kalinga Rao Road, SampangiRama Nagar, Bengaluru, Karnataka 560027and represented by the Dean,

However, the parties are hereinafter referred to individually as “Party” and collectively as “Parties”.

And whereas HCG is recognized as South Asia’s largest Oncology Hospital chain , dedicated to bringing cutting edge technology and best practices to patient care in India and South Asia , Africa and middle eastern countries. The HCG Academic Program in all aspects of Oncology both surgical medical, investigative and research

And whereas SSAHE University offers Graduate, Post-graduate and Doctoral Programmes in Engineering, Technology, Management and Science.

And whereas the Parties consider it expedient and in their mutual interest to collaborate with each other as strategic partners for obtaining university recognition and closer interaction for science and research for patient care betterment .

Through discussions and consultations between the Parties and subject to the terms and conditions set forth in this MoU, the Parties record their intentions and understanding as follows:

1. INTENT

HCG and SSM University have entered into this MoU to further their mutual intentions to jointly offer University affiliation to the fellowship courses as defined in appendix


Both the parties agree that they shall harness their complimentary resources (the resource persons/faculty, the Graduate/PG/Doctoral student fraternity of SSAHE and the doctors)and expertise to work together to pursue co-operative academic and research activities for the benefit of the science of Medicine and patient benefit .

Both the parties, in line with the recitals, will agree upon detailed plan and conditions of co-operative activities.

2. OBJECTIVES AND SCOPE:

The primary objectives of this MoU are:

- a. HCG and SSAHE to recognize each other as Centres of Excellence for Academic and Research collaborations and to share their facilities and resources for research and other mutual benefits.



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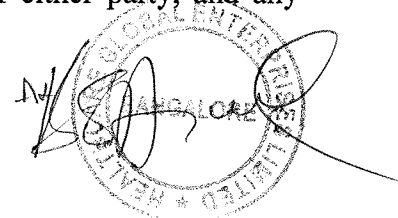
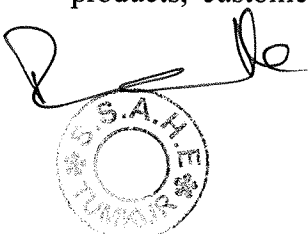
- b. To ensure that the fellowship courses students will undertake to spend 1 year in HCG Hospitals , and 3 months or less as determined by the University authorities in discussion with the HOD in the relevant specialty department in SSAHE , Tumkur.
- c. To ensure that the Students in HCG Fellowship courses are awarded a University recognition for their fellowship after a performance evaluation, details of which will be worked out between the respective heads of Departments . (The list of fellowship courses for which affiliation is sought is provided in Appendix 1 , and may be modified after prior intimation and agreement.)
- d. To undertake joint research activities with National and International Funding support (for ex. GOI S&T agencies like DST, CSIR, SERC, etc.)

This list may be extended and/or amended with mutual agreement in writing based on emerging needs.

- e. The fellows will be working as Senior Residents of the university at the university for MCI purpose and may attend MCI inspection if required.
- f. HCG will charge the post graduate students a course fee and pay a salary whose quantum will be decided by the HCG Institute
- g. Siddhartha University will charge the post graduate students a university affiliation fee and pay a salary on par with the salary paid by HCG Institute for the duration of the stay of the student with the University. The university will also provide accommodation for the post graduate student as provided to its own students to the best of its ability or make suitable arrangements in lieu of this .
- h. The certificate awarded to the fellows will feature the names of both HCG Enterprises and Sri Siddhartha Academy of Higher Education , acknowledging both HCG 's leadership role in Oncology and Sri Siddhartha Academy of Higher Education , deemed University status .

3. CONFIDENTIALITY:

- a. Both SSAHE and HCG acknowledge that certain Confidential information may be disclosed by one party to the other (the Party that owns and/or discloses the Confidential Information is hereinafter referred to as the “disclosing party” and the Party receiving or accessing such Confidential Information is referred to as “receiving party”) during the tenure of this MoU or performance of the respective obligations under the resultant definitive agreements hereunder. Confidential Information means all information identified as “Confidential”, including but not limited to information concerning the trade secrets, intellectual property rights, know-how, formulae, processes, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, data or materials related to business, services, products, customers, employees, finances or operational information of either party, and any



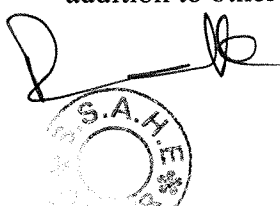
other confidential or proprietary information the disclosure of which might harm or destroy a competitive advantage of the disclosing party. The mode of communication of information:

- i. Written
- ii. Oral
- iii. Electronic or any other form
- iv. Both Technical & Non-Technical information

The receiving party shall not, directly or indirectly, disclose to any third party other than its employees, affiliated companies, and authorized agents any information concerning the disclosing party's business methods, products, customers or finances, or any other Confidential Information which is disclosed to it by the disclosing party, without the prior written permission of the disclosing party, unless such disclosure is specifically required in the course of the performance by the receiving party of its obligations hereunder or under the resultant definitive agreements. The obligations of receiving party under this Section shall not extend to any information which: (i) is or becomes a matter of public knowledge, not as a result of any action of the receiving party; (ii) is lawfully in the possession of the receiving party prior to a disclosure hereunder; (iii) is received from a third party who lawfully acquired such information without restriction, and without a breach hereof, by the receiving party; (iv) is disclosed by the receiving party with the disclosing party's prior written approval (v) the information is independently developed by the receiving party, without use of the disclosing party's Confidential Information;(vi) is disclosed by the receiving party under operation of law or regulation or legal process.

b. The Parties acknowledge that this MoU contains confidential information that shall be considered proprietary by both Parties, and agree to limit distribution of or disclosure about the Confidential Information hereunder and/or this MoU to those persons who have the access to confidential information within their respective organizations with a legitimate need to know the contents of this MoU. Neither party shall publicize or make any public announcement concerning the terms or nature of the relationship or this MoU without the prior written consent of the other party.

c. SSAHE and HCG both acknowledge that any breach by them of their respective obligations under this Section may cause irreparable harm to the other party for which its remedies at law may be inadequate and that in the event of any such breach either party shall be entitled to seek equitable relief (including without limitation injunctive relief and specific performance) in addition to other remedies provided hereunder or available at law.



Upon termination or dissolution of this MoU, or upon earlier demand thereof, each party shall at the other party's option, either destroy under written certification of such destruction or return to the other party all properties containing the other party's confidential information and copies thereof in its possession. The deletion of information from the following sources:

- i. Computers
 - ii. Servers
 - iii. Storage devices, to the extent of failure to destroy the data, corresponding obligations are preserved.
- d. The Confidentiality Obligations under this Section shall survive during the term of this MoU and 3 years thereafter.

4. INTELLECTUAL PROPERTY RIGHTS:

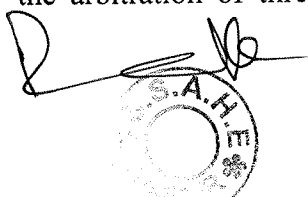
By entering into this MoU the Parties undertake:

1. To protect each other's intellectual property.
2. Not to use each other's intellectual property without the prior express written consent of the other.
3. Ensure the confidentiality of such intellectual property as provided in Section 05 on Confidentiality and
4. Not to use each other's intellectual property should this MoU be dissolved or terminated at any time.
5. To render itself liable, in case of infringement, to all such damages, penalties, actions as available to the other party under the law.

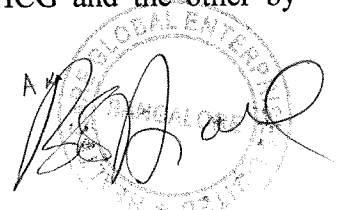
The Parties agree that neither of them shall gain by virtue of this MoU any rights of ownership or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other party, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other party, nor the other party shall be entitled to claim any right, title or interest therein, at any time. All new inventions, innovations or ideas developed in the course of providing services to a client shall belong to the party who develops them during the project/assignment. If the Parties undertake any joint development in the course of providing services to a client or under this MoU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties.

5. GOVERNING LAW & ARBITRATION.

In the event of any dispute or difference arising out of or in connection with this MoU shall be settled by the Parties by mutual negotiations. Any unsettled dispute or difference shall be referred to the arbitration of three arbitrators, of which one shall be appointed by HCG and the other by



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A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "GLOBAL ENTERPRISE LIMITED" and "A COMPANY INCORPORATED IN INDIA".

SSAHE. The two arbitrators shall then appoint a third arbitrator before entering upon the reference. The Arbitration proceedings shall be regulated by the provisions of the Arbitration and Conciliation Act 1996 and the venue of the arbitration shall be Bangalore, India. The language of Arbitration shall be English. The arbitrators may from time to time with the written consent of Parties enlarge the time for making and publishing the award, which will be binding on the both Parties. The governing law for the purpose of this agreement shall be India. All the courts in Bangalore shall have jurisdiction to try the disputes under this agreement.



6. TERM OF MoU:

This MoU shall be effective from the date of execution hereof and shall remain in force for a period of 3 years or until terminated by either party as above or replaced by a definitive Strategic Alliance Agreement between the Parties whichever occurs first. The Parties may mutually agree to extend the period of this MoU.

7. TERMINATION OF MOU:

- a. Either party shall, upon written notice of sixty (60) days to the other, withdraw from or terminate negotiations or terminate this MoU at any time without cause, and no such withdrawal or termination, for whatever reason will be deemed to be in bad faith, or otherwise give rise to any liability to either party (other than any liability arising from such Party's breach of Confidentiality Obligations, Intellectual Property and liability to make payments to each other for any payment then due and payable as specified in and any other breach of the respective binding definitive contract between the Parties relating to their mutual engagement in projects). Provided that the projects already accepted for implementation will be completed by each Party performing the activities and discharging the obligations assigned to it pursuant to the relevant definitive agreement and the Parties agree that all such activities and transactions will be governed by the relevant definitive agreement, notwithstanding the termination of the MoU. On the termination/expiry of this MoU each Party will return all property belonging to the other Party and hereby undertakes not to use the said proprietary or Confidential information / trade secrets of the other Party in any manner whatsoever without seeking the prior written consent of the other Party.

- b. Either Party shall also be entitled to terminate this MoU for cause in the event of:
 - I. Breach by the other Party of the terms and conditions of this MoU and its failure to remedy such breach within a period of 30 days from date of receipt of a written notice in this regard from the non-breaching party.




II. The filing by or against the other Party in any court of competent jurisdiction of a petition in bankruptcy or insolvency, or for a scheme of rearrangement (reorganization) with creditors, for the appointment of a receiver or trustees; or the making of an assignment for the benefit of creditors, and such petition is not discharged within 60 days of its filing.

8. AMENDMENT

This MoU may be amended or supplemented only by written document that makes specific reference to this MoU and which is signed by the party against which enforcement of any such amendment or supplement is sought.

9. WARRANTY

Each Party warrants to the other Party that to the best of its knowledge all materials, data, information and other assistance provided by it shall not infringe third party rights.

IN WITNESS WHEREOF, each party has caused it's duly authorized representative to execute this MOU as of the date stated above.

Signed for and on behalf of
Sree Siddhartha Medical College



Prof. Dr. P Balakrishna Shetty
Vice Chancellor



Witness:

Dr. M.Z. Kurian

Registrar & CFO



Witness:

Dr Swamy RM
Asst. Registrar

Signed for and on behalf of
HCG, Bangalore



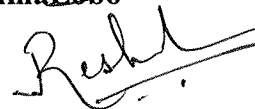
Dr. Ajaikumar
Chairman

Dr Ravi Nayar
Dean

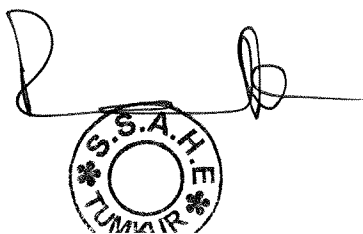
Witness:

Ms. Reshma Lobo

Registrar



Witness:



Appendix 1

List of HCG Fellowship Programmes

desirous of obtaining affiliation under Sri Siddhartha University

(Provision for modification by mutual discussion).

- 1) Fellowship in HPB & liver Transplantation
- 2) Fellowship in Uro Oncology & Robotic Surgery
- 3) Fellowship in Pediatric Hematology Oncology
- 4) Fellowship in Onco Radiology
- 5) Fellowship in Hematology & BMT
- 6) Fellowship in Interventional Radiology
- 7) Fellowship in Orthopedic Oncology
- 8) Fellowship in Onco Anesthesia
- 9) Fellowship in Speech and Swallowing Therapy
- 10) Fellowship in Infectious Diseases
- 11) Fellowship in Minimally Invasive Oncologic Surgery
- 12) Other fellowship programme offered by HCG enterprises as deemed applicable